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Information

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[ 1 of 2 ]

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**ATTACHMENT 1**

**U. S. EPA INFORMATION REQUEST**

**(July 13, 1994)**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

77 WEST JACKSON BOULEVARD

CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

JUL 13 1994

SHSM-5J

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Monsanto Chemical Company  
800 North Lindbergh Blvd.  
St. Louis, MO 63167

Re: Request for Information Pursuant to Section 104(e) of CERCLA  
for the Sauget Area 1 in Sauget, Illinois.

Dear Sir or Madam:

This Agency is conducting an investigation of the release or threatened release of hazardous substances at the Sauget Area 1 Site in Sauget and Cahokia, Illinois (see attached map) during the time period of 1930 to the present time. The Agency is also investigating how the substances at the Site came to be located there.

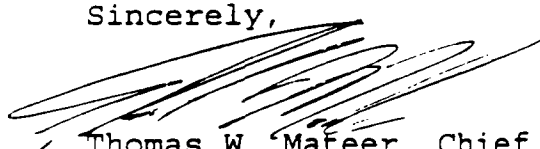
Under federal law (Section 104(e) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA)), you must respond to the enclosed information requests. If you do not respond fully and truthfully to each of the questions within thirty (30) days of your receipt this letter, enforcement action will be brought against you by seeking penalties from a federal court of extensive fines and/or imprisonment.

Your response to this Information Request should be mailed to Marsha A. Adams, SHSM-5J, Responsible Party Search Section, at the above address. You may call her at (312) 353-9484.

Please direct any legal questions you have to Thomas J. Martin at (312) 886-4273. If you have any other questions, contact Jeffrey B. Gore at (312) 886-6552.

Thank you for your cooperation in this matter.

Sincerely,

  
Thomas W. Mateer, Chief  
Superfund Program Management Branch



## INSTRUCTIONS

### **NOTE**

PURSUANT TO THE AUTHORITY OF SECTION 104(E) OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT (CERCLA), 42 U.S.C. 9604(E), AS AMENDED BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986, PUB. L. 99-499, YOU ARE HEREBY REQUESTED TO RESPOND TO THE INFORMATION REQUESTS ENCLOSED. COMPLIANCE WITH THE ENCLOSED INFORMATION REQUESTS IS MANDATORY. FAILURE TO RESPOND FULLY AND TRUTHFULLY TO EACH AND EVERY INFORMATION REQUEST WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS LETTER, OR TO ADEQUATELY JUSTIFY SUCH FAILURE TO RESPOND, CAN RESULT IN ENFORCEMENT ACTION BY U.S. EPA PURSUANT TO SECTION 104(E)(5) OF CERCLA WHICH, AS AMENDED, AUTHORIZES THE UNITED STATES TO SEEK PENALTIES FROM A FEDERAL COURT OF UP TO \$25,000 FOR EACH DAY OF CONTINUED NON-COMPLIANCE. PLEASE BE FURTHER ADVISED THAT PROVISION OF FALSE, FICTITIOUS, OR FRAUDULENT STATEMENTS OR REPRESENTATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES OF UP TO TEN THOUSAND DOLLARS (\$10,000) OR UP TO FIVE (5) YEARS OF IMPRISONMENT OR BOTH UNDER 18 U.S.C. 1001.

1. A separate response must be made to each of the questions set forth in this Information Request.
2. Precede each answer with the number of the Information Request to which it corresponds.
3. In answering each Information Request, identify all contributing sources of information.
4. If information is not known or is not available to the Respondent as of the date of submission of his/her response, should information later become known by or available to the Respondent, Respondent must supplement his/her response to U.S. EPA. Moreover, should the Respondent find, at any time after the submission of his/her response that any portion of the submitted information is false or misrepresents the truth, Respondent must notify U.S. EPA thereof as soon as possible.

5. For each document produced in response to this Request for Information, indicate on the document, or in some other reasonable manner, the number of the question to which it responds.
6. You must respond to the Information Requests on the basis of all information and documents in your possession, custody or control or in the possession, custody or control of your former or current employees, agents, servants, contractors or attorneys. Furnish such information as is available to you, regardless of whether or not it is based on personal knowledge, and regardless of source.
7. Your response should be accompanied by a notarized affidavit from a responsible company official or representative stating that a diligent record search has been completed and that there has been a diligent interviewing process with present and former employees who may have knowledge of the operations, hazardous substance use, storage, treatment, releases, spills, disposal or other handling practices of the Respondent between, unless otherwise noted, 1930 and the present. To the extent that any information you provide relating to these Requests is based on your personal knowledge, or the personal knowledge of your employees, agents, or other representatives, this information shall be in the form of a notarized affidavit.
8. If any document responsive to a request was, but no longer, in the possession, custody, or control of Respondent, provide the following information:
  - a. state the disposition of the document;
  - b. state the date such disposition was made;
  - c. identify the present custodian of the document, state his address or, if the document no longer exists, so state;
  - d. identify the person who made the decision regarding the disposition of the document;
  - e. state the reason for the disposition; and

- f. describe the document and the contents of the document, including the title, date, author, addressees, locations and number of copies made and the location of the copies;
  - g. state whether the document was disposed of pursuant to and in compliance with a company document management policy.
- 9. The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may, if you desire, assert a business confidentiality claim covering part or all of the information requested, in the manner described by 40 C.F.R. 2.203(b). Information covered by such a claim will be disclosed by U.S. EPA only to the extent, and only by means of the procedures set forth in 40 C.F.R. Part 2, Subpart B. [See 41 Federal Register 36901 et seq. (September 1, 1976); 43 Federal Register 4000 et. seq. (September 8, 1978); 50 Federal Register 51654 et.seq. (December 18, 1985).] If no such claim accompanies the information when it is received by U.S. EPA, it may be made available to the public by U.S. EPA without further notice to you. You should read carefully the above-cited regulations, together with the standards set forth in Section 104(e)(7) of CERCLA, before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim, as stated in Section 104(e)(7)(ii) of CERCLA. In order to facilitate handling any confidential business or financial information, please provide such information on separate pages and group all such pages together in one portion of the response. Clearly identify the information as confidential by placing the word "confidential" in the upper right hand corner of the first page containing the information and on the cover letter transmitting it.
- 10. U.S. EPA has the authority to use the information requested herein in an administrative civil or criminal action.

## DEFINITIONS

For the purpose of the Instructions and Requests for Information set forth herein, the following definitions shall apply:

1. The term "you" or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, predecessors, partners, successors, assigns, subsidiaries and agents.
2. The term "person" as used herein includes, in the plural as well as the singular, any natural person, firm, contractor, unincorporated association, partnership, corporation, trust or governmental entity, unless the context indicates otherwise.
3. "The Site" shall mean and include the property designated on the attached map as "Area 1" located in Sauget and Cahokia, Illinois.
4. The facility shall mean the W.G. Krummrich Plant facility located in Sauget, Illinois and, unless excluded from the Information Request, the J.F. Queeny facility located at 1700 South Second Street in St. Louis, Missouri.
5. The term "hazardous substance" shall have the same definition as that contained in Section 101(14) of CERCLA, including any mixtures of such hazardous substances with any other substances, including petroleum products.
6. The term, "pollutant" or "contaminant", shall have the same definition as that contained in Section 101(33) of CERCLA, and includes any mixtures of such pollutants and contaminants with any other substances.
7. The term "hazardous waste" shall have the same definition as that contained in Section 1004(5) of RCRA.
8. The term "solid waste" shall have the same definition as that contained in Section 1004(27) of RCRA.



9. The term "hazardous material" shall mean all hazardous substances, pollutants or contaminants, and hazardous wastes, as defined above, including PCBs, and shall include all by-product and off-specification wastes used or generated by the Respondent.
10. The term "non-hazardous material" shall mean all pollutants and contaminants, as defined above, excluding hazardous material.
11. The terms, "furnish", "describe", or "identify" or "indicate", shall mean turning over to U.S. EPA either original or duplicate copies of the requested information in the possession, custody, or control of the Respondent. Where specific information has not been memorialized in any document but is nonetheless responsive to an information request, you must respond to the request with a written response. If such requested information is not in your possession, custody, or control then indicate where such information or documents may be obtained.
12. The term "identify" means, with respect to a natural person, to set forth the person's full name, present or last known business address and telephone number, present or last known home address and telephone number, and present or last known job title, position or business.
13. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g. corporation, partnership, etc.), organization, if any, and a brief description of its business.
14. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
15. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment, including the abandonment or discarding of barrels, containers, and other closed receptacles containing any hazardous substance or pollutant or contaminant.

16. "Transaction" or "Transact" means every separate act, deal, instance, occurrence, sale, transfer, giving, delivery, change in ownership, or change in possession.
17. As used herein, "document" and "documents" shall include writings of any kind, formal or informal, whether or not wholly or partially in handwriting (including by the way of illustration and not by way of limitation), any invoice, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreements and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intra-office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, video tape or other type of memory); including (a) every copy of each document which is not an exact duplicate of a document which is produced, (b) every copy which has any writing, figure or notation, annotation or the like of it, (c) drafts, (d) attachments to or enclosures with any document and (e) every document referred to in any other document.
18. "And" as well as "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of these information requests any information which might otherwise be construed to be outside their scope.
19. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question or questions.

20. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 CFR Part 300 or 40 CFR Part 260-280, in which case the statutory or regulatory definitions shall apply.

## MONSANTO CHEMICAL COMPANY REQUESTS

1. Identify all persons consulted in the preparation of the answers to these Information Requests.
2. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests, and provide copies of all such documents, clearly indicating on each document the questions to which it is responsive.
3. If you have reason to believe that there may be persons able to provide a more detailed or complete response to any Information Request or who may be able to provide additional responsive documents, identify such persons and where they can be contacted.
4. List the EPA Identification Numbers of the Respondent.
5. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of material at the Site or at the facilities, particularly those who worked for Monsanto during the period prior to 1967.
6. Identify the acts or omissions of any person, including your employees, contractors, or agents, that caused or may have caused the release or threat of release of hazardous materials from the facilities, as well as any damages resulting therefrom.
7. Identify all persons, including yourself, who have arranged or may have arranged for disposal or treatment, or arranged for transportation for disposal or treatment, of hazardous materials ("materials") at or to the Site, with particular attention to persons who performed these duties prior to 1967. In addition, identify the following:
  - a. The persons with whom you or such other person(s) made such arrangements;
  - b. Each date on which such arrangements took place;

- c. For each transaction, the nature of the material, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the material was used or the process which generated the material;
- d. The owner of the materials so accepted or transported;
- e. The quantity of the materials involved (weight or volume) in each transaction and the total quantity for all transactions;
- f. All tests, analyses, and analytical results concerning the materials;
- g. The person(s) who selected the Site as the place to which the materials were to be transported;
- h. The amount paid in connection with each transaction, method of payment, and identity of the person from whom payment was received;
- i. Where the person(s) identified in g., above, intended to have such materials transported and all evidence of this intent;
- j. Whether the materials involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;
- k. What was actually done to the materials once they were brought to the Site;
- l. The final disposition of each of the materials involved in such transactions;
- m. The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the materials involved in each transaction;
- n. The type and number of containers in which the materials were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;

- o. The price paid for (i) transport, (ii) disposal, or (iii) both of each hazardous material;
  - p. Copies of all documents containing information responsive to a - o above;
  - q. All persons with knowledge, information, or documents responsive to a - p above.
- 8. Provide a detailed listing of products, including by-products, manufactured or produced at the facilities for the time period 1900 - 1982. Include a listing of products and by-products manufactured at a former unit of the Monsanto Krummrich facility (e.g. the "U.S. Chemical Warfare Service Plant") now occupied by Ethyl Petroleum Additives, Inc. and any and all documents or information, whether sealed or not, concerning the U.S. Chemical Warfare Service Plant's waste disposal policies and/or practices.
  - 9. Describe the manufacturing and recycling processes for each group of chemicals produced at the facilities from 1900 - 1982.
  - 10. Identify the raw chemical products received (e.g. benzene, chlorine, acids, etc.) at each of the facilities and the additives and catalysts used to produce finished products.
  - 11. The Krummrich facility evidently began operations at its present location in the early 1900's. Provide all information relating to the processes used at the Commercial Acid Works or the Indianahoma Oil Refinery. Identify all documents concerning the wastes generated at these two plants prior to Monsanto's use of the property.
  - 12. List the specific types of organic and inorganic substance used or generated at the facilities up until 1982, along with the specific time periods in which each was used or generated:
    - a. Provide the weight and/or volume of the total quantity of each organic or inorganic substance used or generated at the facilities;

- b. Describe the nature of the substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and;
  - c. Describe the process for which the substance was used or the process which generated the substance.
13. Were off-specification products treated as wastes at the facilities? Provide information and documents concerning Monsanto's treatment and disposal practice or policy concerning off-specification products.
  14. It has been estimated that 70% of Monsanto's hazardous waste is sold as by-products to other firms. Describe Monsanto's practice of selling by-products to other companies or transferring by-products to other Monsanto plants.
  15. List the other companies or other Monsanto plants to which Krummrich by-products have been sold or transferred and list the types of by-products sold or transferred. Identify any by-products the Krummrich's facility receives from other Monsanto plants. Describe what these by-products are and their uses.
  16. As the Krummrich and Queeny facilities evolved over the years, how has the disposal of obsolete process equipment been handled? Describe the disposition of such equipment.
  17. Describe the methods used to handle contaminated soil, contaminated clothing/protective gear, and laboratory wastes at the facilities. Were these items commingled with undefined hazardous or non-hazardous materials before disposal?
  18. Were any hazardous materials generated or used at the facilities disposed of on facility property? Were disposal activities carried out by Monsanto employees or outside personnel or waste contractors? For all disposal activities carried out by non-employees, please state which party (or parties) carried out these activities.
  19. Does Monsanto disagree with the contention that at least a portion of the Sauget Area 1 sites contain wastes generated from its manufacturing processes at either or both of the Queeny or Krummrich facilities? If

Monsanto so disagrees, provide all information and documentation which supports this position.

20. Does Monsanto disagree with the contention that at least a portion of the chlorobenzenes, chlorophenols, chloroanilines, nitrophenols, nitroanilines and/or PCBs which have been found to exist in Sauget Area 1 sites was used, or generated at its Queeny or Krummrich facility? If Monsanto so disagrees, provide all information and documentation which supports this position.
21. Does Monsanto disagree with the contention that at least a portion of the wastes found to be present at site R in Sauget Area 2 chemically matches the wastes found at site G in Area 1? If Monsanto so disagrees, provide all information and documentation which supports this position.
22. Identify all waste disposal contractors employed or used by Monsanto for the period ending in 1967. Also:
  - a. Describe how these disposal contractors handled Monsanto's non-hazardous and hazardous materials, including the terms of any contractual arrangements with each;
  - b. Describe how Monsanto controlled where and how these waste disposal contractors disposed of these materials;
  - c. Was it Monsanto's practice or policy to dictate or choose where these materials would be disposed of or did Monsanto leave the disposal of the materials up to its waste disposal contractors?
23. Did Monsanto or any of its consultants, agents, or contractors at any time secure the services of Leo Sauget or his company (later named "Industrial Salvage & Disposal, Inc.") to process, accumulate, treat, remove, haul or dispose of any hazardous materials and/or fly ash Monsanto generated or used at either the Queeny or Krummrich facilities? If so, describe the nature of these services, when they were rendered, and all contracts or agreements associated with these services. In particular, describe the arrangement with this company regarding where these materials and/or fly ash were to be disposed of.



24. Did Monsanto or any of its consultants, agents, or contractors at any time secure the services of Paul Sauget or Sauget & Company to perform the services referenced in 23., above? If so describe the nature of these services, when they were rendered, and all contracts associated with these services. In particular, describe the arrangement with this company regarding where Monsanto's wastes and/or fly ash were to be disposed of.
25. Did any Monsanto employee, contractor, or agent, directly or indirectly, coordinate, manage or in any way oversee any waste disposal activities on any Leo Sauget or Paul Sauget-owned properties included within the Sauget Area 1 sites?
26. Answer Requests 22 - 24 above regarding the U.S. Chemical Warfare plant and wastes generated at this facility.
27. Did Monsanto or any of its consultants, agents, or contractors at any time secure the services of Harold Waggoner or Waggoner & Company to process, treat, accumulation, move, haul, or dispose of hazardous materials and/or fly ash generated or used at the facilities? If so, describe the nature of these services and all contracts or agreements associated with these services. Also describe the arrangement with this company regarding where these materials and/or fly ash were to be disposed of.
28. Identify any and all trucking firms or disposal contractors hauling Monsanto chemicals, chemical wastes, by-products or off-specification products that have used any services of Harold Waggoner or Waggoner & Company, Leo Sauget, Paul Sauget, Industrial Waste Salvage Inc., or Sauget & Company. Provide all contracts or agreements associated with these services.
29. Describe in detail the methods used at the Krummrich facility for handling process wastewater and sanitary discharges prior to the plant's hooking up to the Village of Sauget's (then the Village of Monsanto's) process water sewer interceptor system. When did the plant hook up to this system?

30. Describe how the interceptor junction structure at the north end of Dead Creek in the sewer system worked after the hook up to the Physical/Chemical plant. Identify the number of bypasses of the interceptor system which have occurred and the volume of wastewater discharged in each bypass event. Describe under what conditions the bypasses occurred, as well as nature of the wastewater discharged and area where these wastewaters went during and after bypass events. When was this bypass point closed and what prompted its closure?
31. Prior to the construction of the Village of Sauget's (then the Village of Monsanto's) sewer system, did Monsanto (and/or other industries in the Village) ever, whether intentionally or by accident, spill or discharge process wastewaters, sanitary discharges and/or liquid chemical wastes directly into Dead Creek? Describe these spills or discharges.
32. Identify and describe all discharges or spills to Dead Creek from the Krummrich facility before and after the Village of Monsanto's sewer system was constructed.
33. Answer 29 - 32 above regarding the U.S. Chemical Warfare Service plant.
34. Provide all documents and pleadings associated with the civil lawsuit filed by citizens of Cahokia against Monsanto sometime in the 1940's.
35. How did Monsanto handle, treat, and dispose of bottom ash and fly ash wastes generated from its power plant(s) at the Queeny and Krummrich facilities? Does Monsanto have any knowledge that these materials were or could have been used for cover material at Sites G, H, I and/or L in Sauget Area 1? If so, describe how these materials were used for this purpose.
36. In the RCRA Section 103(c) "Notification of Hazardous Waste Site" form completed for the Queeny facility, dated May 18, 1981, Monsanto admits to having disposed of drums below the ground in a landfill along Falling Springs Road.
  - a. Where is the precise location(s) of the landfill(s) referenced in this Notification, e.g., "the Sauget (Monsanto), Illinois Landfill"?

- b. Were any other landfills not referenced in the Notification used for the disposal of hazardous wastes generated or used at the Queeny plant? If so, describe.
  - c. Provide any and all information and/or documentation indicating which specific landfill or landfills were used to accept the drums referenced in the Notification.
  - d. Provide the names of all personnel who would possess any knowledge regarding which landfill or landfills were used to accept the drums referenced in the Notification.
  - e. How was the figure for the "Total Facility Waste Amount," calculated (or why was it not calculated)?
  - f. How was it known that the drums subject to the Notification form contained organics, inorganics, and solvents? Provide all documents and information which relate to this reported information, as well as all information which describes in greater detail the types and characteristics of the wastes contained in these drums.
  - g. Provide all documents which pertain to or provide information regarding which landfill or landfills were used to accept the drums referenced in the Notification form, as well as the volume and types of hazardous wastes contained in the drums.
  - h. What is the basis for stating that the use of the landfill referenced in the Notification form stopped in 1957?
  - i. What is the basis for the Monsanto plant manager signing the Notification form as a "Transporter". Identify all other persons or companies which were involved in the transportation of the hazardous wastes identified in the Notification.
36. Provide the same information as requested in 35a - i, above with regard to the RCRA Section 103(c) Notification of Hazardous Waste Site form for the Krummrich facility dated May 15, 1981.

37. On May 15, 1981, Monsanto also filed a Section 103(c) Notification for the disposal at Krummrich facility wastes at the W.G. Krummrich Landfill on Route 3. Describe how the wastes reported on this Notification differ from the wastes reported on the Notification filed for the Krummrich wastes disposed of at the Falling Springs landfill, referenced above in Request 36?
38. Identify and describe all past and present solid waste units (e.g., waste piles, landfills, surface impoundments, waste lagoons, waste ponds or pits, tanks, container storage areas, etc.) on the Krummrich facility property. For each solid waste unit identified, provide the following information:
- a. A map showing the unit's boundaries and the location of all known solid waste units, whether currently in operation or not. This map should be drawn to scale, if possible, and clearly indicate the location and size of all past and present units;
  - b. The type of unit (e.g., storage area, landfill, waste pile, etc.) and the dimensions of the unit;
  - c. The dates that the unit was in use;
  - d. The purpose and past usage (e.g., storage, spill containment, etc.);
  - e. The quantity and types of materials (hazardous substances and/or any other chemicals) located in each unit; and
  - f. The construction (materials, composition), volume, size, dates of cleaning, and condition of each unit;
  - g. If the unit is no longer in use, when and how such unit was closed and what actions were taken to prevent or address potential or actual releases of waste constituents from the unit.
  - h. A complete description of any and all releases, or spills or leaks of hazardous substances, or any materials or liquids containing or contaminated with hazardous substances, from the unit.

39. Provide copies of all local (e.g. Village of Sauget or Monsanto) environmental permits or licenses ever granted for the Krummrich facility or any part thereof.
40. For each disposal of PCBs, material containing PCBs, PCB Articles, PCB Equipment, and PCB Containers (as defined at 40 C.F.R. § 761.3) from the facility or on facility property and which contained PCBs at concentrations of 50 ppm or greater, provide the following information:
  - a. Identify the type of materials containing PCBs, PCB Article, PCB Equipment, and/or PCB Container, as well as its contents. Give any serial numbers or identification numbers or codes;
  - b. Quantity of material containing PCBs and numbers of PCB Articles, PCB Equipment, and PCB Containers, as well as the quantity of their contents;
  - c. PCB concentrations;
  - d. Dates of disposal;
  - e. Name and location of the PCB disposal facility or PCB storage facility not part of the Queeny or Krummrich facilities;
  - f. Location and description of the PCB disposal or fill areas at the Queeny or Krummrich facilities.
41. Provide the following information for chlorobenzenes, chlorophenols, chloroanilines, nitrophenols, nitroanilines, and PCBs:
  - a. A description of how the substance is or was generated and/or used at the facilities;
  - b. An estimation of the quantity of the substance generated or used at the facilities;

- c. A description of Monsanto's storage, treatment, and/or disposal policies or practices for each substance throughout the operating history of the Queeny and Krummrich facilities;
  - d. Any and all documents, reports, forms, permits or manifests indicating the substance's transportation to and/or disposal in Sauget Area 1 sites.
42. For each spill or discharge or release of any hazardous materials used or generated by the Krummrich facility, including chlorobenzenes, chlorophenols, chloroanilines, nitrophenols, nitroanilines and PCBs, provide the following information:
- a. Source of spill, discharge or release;
  - b. concentration of the source;
  - c. Location of spill, discharge or release;
  - d. Type of material onto which spill or discharge occurred;
  - e. Area over which spill or discharge occurred;
  - f. Date of the spill or discharge;
  - g. Summary of any test results from the area where spill or discharge occurred;
  - h. Diagram or map of spill or discharge area showing location of any sampling points;
  - i. Description of any cleanup activities and summary of any post cleanup verification sample results;
  - j. Disposition of any hazardous material from any cleanup;
  - k. All reports, memoranda, or analysis concerning the spill, discharge or release.

43. For each pit, pond, lagoon, settling tank, oil/water separator, water treatment unit or similar structure located at the facilities, provide the following information:
- a. Location and description of these areas or structures;
  - b. Dates of any and all cleanings or removals of any material from these areas or structures. List most recent cleanings or removals first;
  - c. Reason for each cleaning or removal;
  - d. Description of method employed for each cleaning or removal;
  - e. Description of any hazardous material removed, including PCBs, and quantity of material removed;
  - f. Concentrations of hazardous materials removed, including PCBs, released or discharged on or off site from these areas or structures;
  - g. Disposition of material removed;
  - h. Any test data, including PCB test data, concerning these areas or structures not associated with a cleaning or removal;
  - i. Identification and description of any release or discharge on or off site from these areas or structures;
  - j. Dates when release or discharges occurred;
  - k. Type of material and concentrations of releases or discharges;
  - l. Description of any cleanup activities for releases or discharges;
  - m. Summary of any post-cleanup verification sampling and disposition of material from the cleanup.
44. Provide a copy of any annual documents required to be kept for the facilities in accordance with 40 C.F.R. § 761.180(a).

45. Provide any information you have generated or gathered on groundwater flow and groundwater quality on or around the plants and/or on or around Sauget Area 1 other than that generated by the Monsanto groundwater study conducted in 1984.
46. Provide any information and documents you have generated or gathered (including documents obtained in discovery in lawsuit Cerro v. Monsanto Co., Docket No. 92-CV-204-WDS) about or in any way concerning the contamination found to exist in the Sauget Area 1, including any information concerning the source of such contamination.
47. Describe all measures taken by Monsanto or its consultants which have been taken to characterize, measure, sample or in any way test for the presence of hazardous materials at or around Sauget Area 1. Provide the results of such testing.
48. Provide a history of the ownership of the Queeny facility.
49. Provide copies of any sampling analytical reports which are responsive to any of these questions and clearly indicate on each analytical report copy, the question(s) to which it is responsive.



# Area 1 Site

## Monsanto

104(e) initial Response

1. U.S. EPA to Monsanto

7/13/94

2. Monsanto to USEPA

7/28/94

3. Monsanto to USEPA

7/2/89

4. Monsanto to IEPA

10/24/89

IEPA to Monsanto

8/10/89

### A. CBI - index of CBI

Protective Order. filed 7/17/84

Monsanto to P. Saugel 2/8/78

Agreement Between Monsanto & P. Saugel 1/1/66

Landfill inventory 8/16/88(?)

Waste disposal at WCK 6/29/77

Waste Disposal Status Rpt. 3/9/71

Monsanto to P. Saugel 3/21/84

Monsanto to P. Saugel 12/15/78

### B. Index of documents

Heiser to Bohl 2/24/71

Landfill Lease 11/1/59

P. Saugel to Monsanto 10/25/77

Monsanto to P. Saugel 11/15/78

Monsanto to IEPA & attachments 3/25/80

Waste disposal agreement 11/1/59

Landfill lease 1/1/64

Monsanto to Saugel & Co. 12/29/72

Waste disposal agreement 1/1/64

Lease 1/1/64

104(e) request

Request for extension

104(e) response & req. attached

104(e) response

Combined Gen. Notice 104

extend contract

cover letter 5/19/78 terminates agreement

Agreement for L&F principle

Krummrich Waste Disposal

Re. contract

Eckardt Report - WCK Krummrich  
on-site waste disposal

1/1/70 Lease attached

- Waste Disposal Agreement 1/1/64
- copy of 73-75 contract 3/6/73
- Monsanto internal memo. 9/2/60
- Disposed Operations Manual
- C. Monsanto internal memo 10/27/75
- Monsanto internal memo 6/4/74
- Monsanto internal memo 7/19/74
- Monsanto internal memo 7/19/74
- Progress Report 7/24/74
- D. IEPA to Monsanto 2/25/80
- Landfill description 11/9/79
- Progress Report 4/8/71
- Chart 1/1/68
- Monsanto to ISWB 8/16/68
- Monsanto to IEPA 11/27/72
- Monsanto internal memo 1/27/77
- Notes on Eckhardt Survey
- Queeny Plant '76 disposal 2/10/77
- Progress Report 1/3/69
- Progress Report 8/20/70
- Queeny 103(c) notif. 5/18/81
- Monsanto internal memo 4/3/74
- E. Eckhardt Report - Queeny Plant.
- F. Gen. Waste Profile 9/19/89
- Waste Data Sheet 6/4/81, 3/3/87
- Boiler Ash test results 12/12/85
- Monsanto internal memo 7/13/89

~ Saugat & Co.  
ldfl operating procedures

IEPA ldfl inspection  
waste samples  
chemical disposal  
wastes approved for LDRI  
waste quantity  
re site description & attachment  
included in Sunrise affidavits  
vol. & cost of waste  
vol & type of waste  
chemicals & quantities  
chemicals & quantities  
chemicals & quantities

type & vol. of waste  
type & vol of waste

type & vol. of waste  
forms B & C.

attached 10/5/89 Waste Profile  
E.P toxicity results

G. Correspondence from n to P Saugat

Monaco Internal memo re P Saugat 12/28/79

P Saugat to Monaco 11/22/78

Agreement for San Joff Privileges 11/1/79

Source Agreement

Monaco to MTS/P Saugat 3/18/86

Source Agreement 8/1/84

Agreement for dumping 12/11/57

MTS Trucking Invoice 1982-1989

Monaco Internal memo 1/29/85

5.1 MSDS for organic compounds

• 2 MSDS for metals and cyanide

6. Information on PRA

1 Area 1 PRA List - Attachment 6/15/90

Recommendation to IEPA 11/30/89

3/28/89

5/88

2 Extract from expanded SI

A. Site History

B. Findings

C. Site Specific Description

10/17/94 104(e) completed Response.

1. US EPA to Monaco 7/13/94

2.1 Memo to USEPA 7/28/94

2. Memo to USEPA 8/24/94

3.0 Memo to Response to Request

1 Response to Request 5

Re oak handling. Brought additional land increased cost

to MTS agreed by P Saugat

Agreement attached

Signed MTS/P Saugat

Signed for Saugat

from IEPA Gen. Notice 104

Consolidation of PRA

Consolidation PRA info.

243 Deadcock Project

SI page 2-41 to 2-68

SI page 7-1 to 7-6

Sites G, H, I, CS-A, L, N

M, CS-B, C-F

104(e)

Information of extension

cover letter to initial app.

### 3.2 Response to Requests 8-17

Brochure "Welcome to W.G. Krummrich Plant"

Monsanto internal memo 4/10/57

Monsanto internal memo 4/30/57

Monsanto internal memo 4/24/57

Monsanto internal memo 5/8/57

Plant A Finished Product Code Def.

Monsanto - US Government in WWII

War Activities Review

Annual Report (excerpt) 1940

" " " 1941

" " " 1945

Stockholders " " "

Annual Mtg of Stockholders Rpt. 1946

Form 10-K 1940

" " 1941

" " 1942

Chemical Warfare Service to Monsanto 2/18/42

Prospectus - preferred stock 3/4/42

List of Krummrich Plant Products 1957

CBI - Monsanto internal memo 7/3/68

### 3.3 Response to Requests 22-28

CBI - Report on Disposal of Solid Toyer Wastes 11/8/57

Agreement for Dumping Privileges 12/11/57

Waste Disposal Agreement 1/1/64

Lease 1/1/64

P Saugit to Monsanto 3/15/65

CBI

AC

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request for plant history

plant history

plant history

plant history

plant history

Chronology & Products

Re. Contract

employees & Products  
Krummrich history

Protected Name  
EPA to P. Saugit Re: inspection deficiency  
12/2/70 letter attached

Name Change

### 3.3 continued

Agreement for dumping privileges	12/11/57		ACP
Lease Waste Disposal Area	1/1/64		ACP
Monsanto internal memo	10/14/72	Status Report - Disposal of Trash	ACP
Agreement for Dumping Privileges $\leftarrow$ P. Sargent	1/1/73		CBI
" " "	1/1/72		ACP
Waste Disposal Agreement Monsanto to P. Sargent	3/18/71, 9/1/71		ACP
" " " $\leftarrow$ Procedures for Hg contaminated metals	3/18/71		ACP
IEPA to P. Sargent	5/7/73	Violations	ACP
Internal Monsanto Memo $\leftarrow$ attachment	12/1/72	'72 prices remain in effect	ACP
Monsanto to Sargent & Co.	12/29/72	Extension of lease	ACP
Monsanto internal memo	7/5/66	Landfill Costs	ACP
Sargent & Co. Invoices to Monsanto	1971		ACP
Agreement for Dumping Privileges $\leftarrow$ P. Sargent	1/1/72		ACP
Monsanto internal memo $\leftarrow$ attachment	12/1/72	'72 prices remain in effect	ACP
Agreement for Dumping Privileges $\leftarrow$ P. Sargent	1/1/72		ACP
Monsanto to P. Sargent	5/19/78	Termination of Krummrich	ACP
Agreement between Monsanto & Sargent & Co.	1/1/73	Krummrich to landfill	ACP
" $\leftarrow$ Pricing memo & lease extension	3/6/73		ACP
IEPA vs Sargent & Company	filed 2-26-71	Tran	
Monsanto to P. Sargent $\leftarrow$ attachment	12/29/72	Ext	
Monsanto internal memo $\leftarrow$ attachment	12/1/72	'72 pr	
Paul Herschler's Memories of Wagner	9/18/80		CBI
Monsanto internal memo	9/29/80	hauler's list	CBI
Monsanto to IL AG	10/20/80	hauler's list	ACP

$\leftarrow$  Dead Creek  
Hase

### 3.4 Response to Requests 29-32

E. Brasfield to B. Papageorge		History of Dead Creek	ACP
J. J. Spano	10/20/80	W. C. Krummrich Waste Disp.	ACP
Progress Report	12/10/64, 11/27/65, 5/4/64	Sewer Plans	ACP

CBI

### 3.4. Continued

Sanitary Dev. & Research Assoc.	11/17/87	Village Sewer Repairs	ACP
Sauget Village Conference Report	11/21/87	Sewer Reconstruction	ACP
Project Status	9/11/87	Sewer Investigation & Rehabilitation	ACP
Village Sewer Rehab. Review	8/5/87		ACP
Wies to P. Sauget & attachments	8/7/87	Cleaning & Grouting Contract	ACP
Sewer finances			ACP
Facility Plan Addendum	2/84		ACP
Bid Proposals & Bonds	7/1/86		ACP
Sauget Vill. Bid Evaluation	1/7/86	Sewer Rehab. Phases I, II & IIIa	ACP
Helmkamp to P. Sauget	12/20/85	Re: Bid	ACP
Sewer Rehab. Phases I, II, IIIa		Cost Reduction	ACP
Sewer Renovation Contract		Decision Paper	ACP
Monsanto to Baker	7/23/85	Monsanto to buy Seale	ACP
Village to Public Hearing		To create Special Sewer Area #1	ACP
Nissen to Monsanto	12/2/83	Sewer Bond Project	ACP
IEPA to P. Sauget	4/2/84	Comments on Facility Plan Addendum	ACP
Baker to P. Sauget	10/19/84	Merchants not interested in short term <sup>materiality</sup>	ACP
" "	12/3/84	Banking Agreement & Contem.	ACP
Preliminary Official Statement	9/28/85	Special Sewer Area #1 bond transaction	ACP
Baker to P. Sauget	11/1/89	Draft Report Contractual Rights to Sewer	ACP
Lotzy to Roddy	2/13/90	Sewer Capacity	
Sewer Status Presentation	1/19/90, 2/8/90		
Monsanto Appropriation Request	6/23/83	Sewer	ACP
Vill. Sauget to Monsanto	6/15/83	Adoption of Sewer Agreement	ACP
Wies to Monsanto	7/22/81	Sewer Investigation Report	CBI
WG Krummrich Plant	7/16/74	Water Pollution Control	CBI
Facility Plan Addendum	2/84		ACP
Monsanto internal memo	2/6/81	ACL Waste Treatment Report	ACP

### 3.4 Continued

Progress Report	6/11/81	ACL Interim Waste Treatment	ACP
Monsanto Interim Memo	11/21/83	Proj. Scope Residue Still Rupture Disc	ACP
Chlorophenol Decontamination	3/2/83	< washout transfer sheets	ACP
South Trunk Sewer Site	7/82-12/84		ACP
" " " "	1-6/85		ACP
" " " "	7-12/85		ACP
Krummrich Sewers I	'76		ACP
Env Impact - South trunk	8/23/82		ACP
Env Control Review - South Trunk	7/16/82		ACP
Proj Initiation Request	11/16/82		ACP
Appropriation Proj. Definition Rpt.	4/7/83		ACP
Proj. Initiation Request	10/19/82		CBI
" " " "	9/28/82		CBI
Proj. Premise Report	3/4/82		ACP
Monsanto to IL AG	4/21/81	location of waste disposal	ACP

### 3.5 Responsive to Request # 35

IL vs Paul Saugert filed 4/16/86 with exhibits

### 3.6 Response to Request # 36

103(c) Notification 5/18/81

### 3.7 Response to Request # 39

Vll of Sauge Wastewater Discharge Permit for Monsanto Co. 9/1/92

Petition on Appeal from Discharge Permit 10/24/88

Final Permit 4/28/89

### 3.8 Response to Requests # 47 & 49

Section B Sediment & Soil Sampling 5/4/90

IL EPA Split Samples

Proposal of Soil Boring Programs 9/19/90, 2/12/90

Site Inspection excerpts

### 3.8 Contd.

Workplan for SI for Dead Creek Sector B, 8 Sites L <sup>8</sup> M	8/91	Draft ACP
Proposal for Soil Boring Prog.	7/23/91	ACP
Measurement of PCBs in Krummrich Soil Core.	2/27/81	CBI
" of Selected Chemicals	10/28/80	CBI
Smoking Ditch	9/5/80	ACP
Soil Sample Analysis	9/8/80	ACP
Proposal for Soil Boring Prog.	2/12/90	ACP
Measurement of Selected Chemicals in Soil	10/29-31/80	CBI
Monsanto Proposal Dead Creek Sector B	6/5/90	ACP
Method & Special Reports		CBI



**ATTACHMENT 2**

**EXTENSION OF TIME TO RESPOND TO REQUEST FOR INFORMATION**  
**(July 28, 1994)**

# Monsanto

LAW DEPARTMENT

Monsanto Company  
800 N. Lindbergh Boulevard  
St. Louis, Missouri 63167  
Phone: (314) 694-1000

July 28, 1994

Via Fax/Mail

Thomas J. Martin  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region V  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

Re: Sauget Area I  
Sauget, Illinois - Extension of Time to  
Respond to Request for Information

Dear Mr. Martin:

As discussed with Jeffrey B. Gore and yourself on September 27, 1994, the time frames for Monsanto's response for the information request, dated July 13, 1994, on the matter referenced above, have been adjusted. We agreed that an initial response is now due August 24, 1994 on several subject areas, as identified below. The remainder of the response (as well as any supplements to the initial response) will be due ninety (90) days from Monsanto's original receipt on July 18, 1994. Accordingly, the response date is now Monday, October 17, 1994. (While October 16, 1994 is actually the 90th day, it is a Sunday.)

The subject areas, which Monsanto's initial response will address, are as follows:

1. Information on Site G;
2. Information gathered as a result of the Cerro litigation;
3. Information as to other entities which could be potentially responsible parties (PRPs).

Please understand that, by agreeing to provide this initial information, we are not waiving any objections we may have as to these information requests. As we discussed, both the issue of privileged information and the protective order in the Cerro litigation may require further conversations between now and August 24, 1994. I will contact you if such issues are

fied prior to that date. In the meanwhile, if you have any  
ons concerning this matter, please call me at 314/694-1278.

Very truly yours,



Stephen P. Krchma  
Environmental Counsel

cc: Marsha A. Adams  
5HSM-5J  
Responsible Party Search Section  
U.S. EPA Region V  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

**ATTACHMENT 3**

**RESPONSE TO U. S. EPA INFORMATION REQUEST ON SITE G**  
**(July 2, 1987)**

# Monsanto

LAW DEPARTMENT

Monsanto Company  
800 N. Lindbergh Boulevard  
St. Louis, Missouri 63167  
Phone: (314) 694-1000

July 2, 1987

Certified Mail  
Return Receipt Requested

Ms. Susan Swales 5HE-12  
U.S. EPA - Region V  
Waste Management Division  
CERCLA Enforcement Section  
230 South Dearborn Street  
Chicago, IL 60604

Re: Dead Creek--Area G  
Sauget Site  
Sauget, Illinois

Dear Ms. Swales:

This letter is in response to the undated U.S. Environmental Protection Agency (U.S. EPA) letter on the Dead Creek--Area G site. In response to that letter, we disagree with U.S. EPA's overly broad assumption of authority allegedly conferred by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499, 100 Stat. 1613 (1986) (SARA). Furthermore, U.S. EPA does not furnish sufficient data to support the letter's factual assertion that Monsanto may be a potentially responsible party at the Dead Creek--Area G site. We also object to the overly broad scope of the questions included in the U.S. EPA's information request. However, consistent with Monsanto's policy of cooperation with government agencies, we are responding to your request but at the same time not waiving any objections to U.S. EPA's statement of authority, the lack of factual support for its factual assertions, or the broad scope of information requested.

We first note in responding to U.S. EPA's request for information that it places no limitations upon the time periods involved. We are aware, based upon work conducted by the Illinois Environmental Protection Agency (IEPA) and the U.S. EPA, that aerial photos indicate disposal began at the Dead Creek--Area G site in 1955. Accordingly, we are focusing upon that time as the initiation of

MCO 0009205

waste disposal activities. To further refine the relevant time periods, we note that Monsanto began operating a landfill on its own property in 1959, a fact which is also reflected in published IEPA and U.S. EPA reports. Based upon record reviews and interviews of past Monsanto personnel, whose duties related to waste handling during the relevant time periods, Monsanto has located no records or other information to the effect that any Monsanto hazardous wastes were disposed of at the Dead Creek--Area G site.

Furthermore, Monsanto never owned the site, conducted any operations upon it, or had any other legal relationship to it. Monsanto has no information as to site improvements, conditions or activities other than that which has been published in various IEPA and U.S. EPA studies on the Sauget area. Monsanto is not planning on conducting any study on conditions at this site. The interviews of past Monsanto personnel with duties related to waste handling indicated that none of them had any knowledge as to the generation, transportation, treatment or disposal of hazardous substances at the site.


Monsanto's Krummrich facility, as a major manufacturing plant for industrial and commercial chemicals, has handled, used and manufactured a wide variety of substances since its operations began after the turn of the century. At Krummrich, Monsanto has handled polychlorinated biphenyls (PCBs), pentachlorophenol (PCP), chlorobenzenes, xylenes, chlorinated solvents and ketones, as well as other substances. These materials were obtained, used, handled and sold as raw materials, intermediates, and products in a variety of processes which changed over the years. None of these processes were carried out at the Dead Creek--Area G site.

It must be understood that Monsanto's ability to respond to this information request is restricted by the age of the transactions, the breadth of information required, and the extent of documentation sought. As a result, Monsanto cannot respond to the U.S. EPA's information request beyond the information set forth above without the corresponding assistance of the U.S. EPA. U.S. EPA claims to have information that Monsanto may be a potentially responsible party, but does not disclose what that evidence is. Accordingly, we request that U.S. EPA provide us with all data in its possession which reflects Monsanto's alleged involvement with this site.

Please be assured that Monsanto supports the prompt and efficient cleanup of sites which present an imminent, substantial danger to public health, welfare or the environment. In the event that further information subsequently establishes that Monsanto is indeed responsible for hazardous wastes at the Dead Creek--Area G site, Monsanto is prepared to participate with other potentially responsible parties in appropriate cleanup efforts.

Accordingly, please keep us apprised of any new developments as to site conditions, additional studies, cleanup plans or information linking Monsanto to the site. In the meanwhile, if there are any questions with regard to the matters discussed above, please contact me at (314) 694-1278.

Very truly yours,

  
Stephen P. Krchma  
Assistant Environmental Counsel

SPK:jw/LD22jw18

MCO 0009207

<p>● <b>SENDER:</b> Complete items 1 and 2 when additional services are desired, and complete items 3 and 4. Put your address in the "RETURN TO" space on the reverse side. Failure to do this will prevent this card from being returned to you. The return receipt fee will provide you the name of the person delivered to and the date of delivery. For additional fees the following services are available. Consult postmaster for fees and check box(es) for additional service(s) requested.</p> <p>1. <input type="checkbox"/> Show to whom delivered, date, and addressee's address.      2. <input type="checkbox"/> Restricted Delivery.</p>	
<p>3. Article Addressed to:</p>	<p>4. Article Number <b>1377833A</b></p>
	<p>Type of Service:</p> <p><input type="checkbox"/> Registered      <input type="checkbox"/> Insured  <input checked="" type="checkbox"/> Certified      <input type="checkbox"/> COD  <input type="checkbox"/> Express Mail</p>
	<p>Always obtain signature of addressee or agent and <b>DATE DELIVERED.</b></p>
<p>5. Signature -- Addressee X <i>A. Reich</i></p>	<p>8. Addressee's Address (ONLY if requested and fee paid)</p> <p><b>MCO 0009208</b></p>
<p>6. Signature -- Agent X</p>	
<p>7. Date of Delivery <b>2/18/87</b></p>	



To: **S P Krohma**  
MAIL ZONE **R2MG**

MS. SUSAN SWALES 5HE-12  
U.S. EPA - REGION V  
WASTE MANAGEMENT DIVISION  
CIVIL ENFORCEMENT SECTION  
230 SOUTH DEARBORN STREET  
CHICAGO, IL 60604

CONSIGNEE  
INFORMATION

**OUR ORDER NO:**

STATION NO.		LAB NO.		DEL. REQ. DATE 7/16/87		DATE 7/21/87	
ACCOUNT NO. <b>01-000-741.08-042</b>							
<b>AIR ROUTING</b> <input type="checkbox"/> FIRST CLASS <input type="checkbox"/> PRIORITY (FORMERLY AIRMAIL) <input type="checkbox"/> AIRMAIL (INTERNATIONAL)				<b>SURFACE ROUTING</b> <input type="checkbox"/> UNITED PARCEL SERVICE <input type="checkbox"/> PARCEL POST <input type="checkbox"/> TRUCK LINE			
<input type="checkbox"/> AIR FREIGHT NEXT DAY-TIME:				<input type="checkbox"/> AIR FREIGHT 2ND DAY			
<b>U.S. POST OFFICE SPECIAL SERVICES</b> <input type="checkbox"/> SPECIAL DELIVERY <input checked="" type="checkbox"/> CERTIFIED <input type="checkbox"/> INDEMNITY VALUE \$ _____				<input type="checkbox"/> OVERNIGHT EXPRESS MAIL <input type="checkbox"/> REGISTERED <input checked="" type="checkbox"/> RETURN RECEIPT CUSTOMS VALUE \$ _____			
<b>DESCRIPTION OF MATERIAL</b> <input type="checkbox"/> CHEMICAL SHIPMENT (LIST CHEMICAL NAME BELOW) <input type="checkbox"/> MATERIAL SAFETY DATA SHEET REQUIRED <input type="checkbox"/> TEMPORARY SHIPPING AUTHORIZATION REQUIRED <div style="text-align: center; font-size: 2em; margin-top: 20px;">           1377133A            1.84      7/2         </div>							
CARRIER'S SIGNATURE:				DATE:		NO. OF PIECES	



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5

230 SOUTH DEARBORN ST.

CHICAGO, ILLINOIS 60604

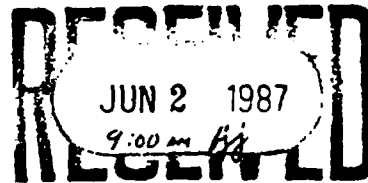
REPLY TO THE ATTENTION OF:

5HE-12

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

MENBANTO ONE LOCAL ROAD,  
500 MENBANTO AVENUE  
SAUGET, IL 62206-1198  
WARREN L. SMULL

RE: Dead Creek-Area G  
Sauget Site  
Sauget, Illinois



Dear Sir or Madam:

The United States Environmental Protection Agency (U.S. EPA) has documented the release or threatened release of hazardous pollutants and contaminants at the above referenced site, and is planning to spend public funds to investigate and control the release or threatened release at this site. Unless the U.S. EPA determines that a potentially responsible party will properly and promptly perform such action, the U.S. EPA will itself perform such action pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §9601, et seq., (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499, 100 Stat. 1613 (1986)(SARA).

The U.S. EPA has information that you may be a potentially responsible party. According to Section 107 of CERCLA, potentially responsible parties who may be liable include the current and former owners or operators of the site, and persons who generated the hazardous substance or were involved in the transport, treatment, or disposal of them at the site. Therefore, pursuant to Section 122(e) of SARA, the purpose of this letter is to notify you of your potential liability with respect to this site.

Under Section 107(a) of CERCLA, potentially responsible parties may be liable for costs incurred by the government, through the use of public funds, in responding to any release or threatened release from the site. Such costs can include, but are not limited to, expenditures for planning, investigation, studies, clean-up, and enforcement.

The U.S. EPA is seeking to obtain certain information from you pursuant to its authority under Section 104 of CERCLA, 42 U.S.C. §9604, and Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927, for the purpose of enforcing CERCLA and RCRA and for the purposes of assisting in determining the need for response to a release of hazardous substance(s) under CERCLA. The Administrator of the U.S. EPA has the authority to require

MCO 0009211

any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. 6903(5) and Section 101(14) of CERCLA, 42 U.S.C. 9601(14), to furnish the U.S. EPA with information related to such activities. Pursuant to these statutory provisions, you are hereby requested to submit the information requested below.

1. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at the Site or to the Site. In addition, identify the following:
  - a. The persons with whom you or such other persons made such arrangements;
  - b. Every date on which such arrangements took place;
  - c. For each transaction, the nature of the waste material or hazardous substance, including the chemical content, characteristics, physical state (e.g., solid, liquid), and the process for which the substance was used or the process which generated the substance;
  - d. The owner of the waste materials or hazardous substances so accepted or transported;
  - e. The quantity of the waste materials or hazardous substances involved (weight or volume) in each transaction and the total quantity for all transactions;
  - f. All tests, analyses, and analytical results concerning the waste materials;
  - g. The person(s) who selected the Site as the place to which the waste materials or hazardous substances were to be transported;
  - h. The amount paid in connection with each transaction, the method of payment, and the identity of the person from whom payment was received;
  - i. Where the person identified in g., above, intended to have such hazardous substances or waste materials transported and all evidence of this intent;
  - j. Whether the waste materials or hazardous substances involved in each transaction were transshipped through, or were stored or held at, any intermediate site prior to final treatment or disposal;
  - k. What was actually done to the waste materials or hazardous substances once they were brought to the Site;
  - l. The final disposition of each of the waste materials or hazardous substances involved in such transactions;

- m. The measures taken by you to determine the actual methods, means, and site of treatment or disposal of the waste material and hazardous substances involved in each transaction;
  - n. The type and number of containers in which the waste materials or hazardous substances were contained when they were accepted for transport, and subsequently until they were deposited at the Site, and all markings on such containers;
  - o. The price paid for (i) transport or (ii) disposal or (iii) both, for each waste material and hazardous substances;
  - p. All documents containing information responsive to a.-p. above, or in lieu of identification of all relevant documents, provide copies of all such documents;
  - q. All persons with knowledge, information, or documents responsive to a.-p., above.
2. State the dates during which you owned, operated or leased the Site and provide copies of all documents evidencing or relating to such ownership, operation or lease arrangement (e.g. deeds, leases, etc.). Also provide the following:
- a. Copies of any and all documents regarding the use and ownership of Dead Creek-Area G, Sauget Site including, but not limited to, deeds, contracts, leases, substances, purchase agreements, and correspondence.
  - b. A description of any arrangement made for the use of the site including, but not limited to, deeds, contracts, leases, substances, and purchase agreements. This description shall include the following:
    - a. Names of parties
    - b. Duration of parties
    - c. A general description of the terms of arrangement.
3. Provide information about the Site, including but not limited to the following:
- a. Property boundaries, including a written legal description;
  - b. Location of underground utilities (telephone, electrical sewer, water main, etc.)
  - c. Surface structures (e.g., buildings, tanks, etc.);
  - d. Ground water wells, including drilling logs;

- e. Storm water drainage system, and sanitary sewer system, past and present, including septic tank(s), subsurface disposal field(s) and other underground structures; and where, when and how such systems are emptied.
  - f. Any and all additions, demolitions or changes of any kind on, under or about the Site, its physical structures or to the property itself (e.g., excavation work); and any planned additions, demolitions or other changes to the site; and
  - g. All maps and drawings of the Site in your possession.
4. Describe the nature of your activities or business at the Site, with respect to purchasing, receiving, processing, storing, treating, disposing, or otherwise handling hazardous substances or materials at the Site.
5. Provide all reports, information or data related to soil, water (ground and surface), or air quality and geology/hydrogeology at and about the Site. Provide copies of all documents containing such data and information, including both past and current aerial photographs as well documents containing analysis or interpretation of such data.
6. Are you or your consultants planning to perform any investigations of the soil, water (ground or surface), geology, hydrogeology or air quality on or about the Site? If so, identify:
- a. What the nature and scope of these investigations will be;
  - b. The contractors or other persons that will undertake these investigations;
  - c. The purpose of the investigations;
  - d. The dates when such investigations will take place and be completed; and
  - e. Where on the Site such investigations will take place.
7. Identify all persons having knowledge or information about the generation, transportation, treatment, disposal or other handling of hazardous substances or chemicals by you, your contractors, or by prior owners and/or operators.
8. Did you ever use, purchase, generate, store, treat, dispose, transport or otherwise handle any hazardous substances or materials? If the answer to the preceding question is anything but an unqualified "no," identify:
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of each hazardous substance;
  - b. Who supplied you with such hazardous substances;
  - c. How such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;

MCO 0009214

- d. When such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
  - e. Where such hazardous substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you; and
  - f. The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you.
9. Did you ever use, purchase, generate, treat, dispose, transport or otherwise handle waste materials or substances such as polychlorinated biphenyls (PCBs), pentachlorophenol (PCP), polynuclear aromatic hydrocarbons (PAHs), chlorobenzenes, xylenes, 4-4 DDE, chlorinated solvents and ketones? If the answer to the preceding question is anything but an unqualified "no," identify:
- a. The chemical composition, characteristics, physical state (e.g., solid, liquid) of the waste material, or substances;
  - b. Who supplied you with the waste materials or substances;
  - c. How these waste materials or substances were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
  - d. Where these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
  - e. When these waste materials or substances and petroleum products were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
  - f. The quantity of these waste materials or substances and petroleum products that were used, purchased, generated, stored, treated, transported, disposed or otherwise handled by you;
10. Were hazardous materials thrown, spilled, poured, leaked or in any way released into or onto the top soil, ground or floor on the Site? If the answer to the preceding question is anything besides an unqualified "no," identify:
- a. When such releases occurred;
  - b. How the release occurred;
  - c. What amount of waste materials or substances and petroleum products was so released;
  - d. Where such releases occurred;
  - e. Any and all activities undertaken in response to each such release or threatened release, and all agencies notified of such release or threatened release.

MCO 0009215

- f. Any and all investigations of the circumstances, nature, extent or location of each release or threatened release including, the results of any soil, water (ground and surface), or air testing that was undertaken.
  - g. All persons with information relating to these releases.
11. Has soil ever been excavated or removed from the Site?  
Unless the answer to the preceding question is anything besides an unequivocal "no," identify:
- a. Amount of soil excavated;
  - b. Location of excavation;
  - c. Manner and place of disposal and/or storage of excavated soil;
  - d. Dates of soil excavation;
  - e. Identity of persons who excavated or removed the soil;
  - f. Reason for soil excavation;
  - g. Whether the excavation or removed soil contained hazardous materials and why the soil contained such materials;
  - h. All analyses or tests and results of analyses of the soil that was removed from the site.
  - i. All persons, including contractors, with information about question 11, (a) through (h) of this Information Request.

Your response to this information request should be sent to:

Ms. Susan Swales SHE-12  
U.S. EPA - Region V  
Waste Management Division  
CERCLA Enforcement Section  
230 South Dearborn Street  
Chicago, Illinois 60604

MCO 0009216

The information sought pursuant to this request pertains to any and all information in your possession, custody or control relating to the operation of the above referenced site and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Dead Creek-Area 6 Sauget Site.

The purpose of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of waste

materials to, through, or from, the above referenced site. "Waste materials" shall mean hazardous substances, solid wastes and hazardous wastes, and other materials which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

The information sought herein must be sent to U.S. EPA within thirty (30) calendar days of your receipt of this letter. Under Section 3008 of RCRA, 42 U.S.C. §6928, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request may also result in a civil enforcement action being brought against you by U.S. EPA under Section 104 of CERCLA, 42 U.S.C. §9604.

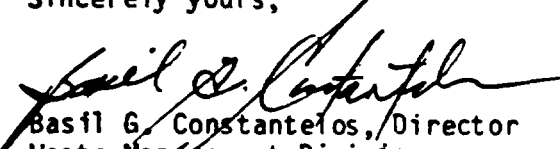
The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be handled as confidential business information. A request for confidential treatment must be made when the information is provided, since any information not so identified will not be accorded this protection by the U.S. EPA. Information claimed as confidential will be handled in accordance with the provisions of 40 C.F.R. Part 2.

The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to Region V pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find at any time after the submittal of the requested information, that any portion of the submitted information is false or incomplete, the signatory should so notify the U.S. EPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted pursuant to 18 U.S.C. §1001.

If you need further information regarding this letter, you may contact Ms. Susan Swales at (312) 886-7336, or Mr. David Favero at (312) 886-4749. If you have any legal questions, contact Mr. Thomas Mintz at (312) 886-6600.

Due to the nature of the problem at this site and the attendant legal ramifications, the U.S. EPA strongly encourages you to submit a written response to the information request within the time frame specified herein. We hope you will give this matter your immediate attention.

Sincerely yours,

  
Basil G. Constantelos, Director  
Waste Management Division

MCO 0009217



**ATTACHMENT 4**

**RESPONSE TO IEPA INFORMATION REQUEST**

**(October 24, 1989)**

**ATTACHMENT 4**

**RESPONSE TO IEPA INFORMATION REQUEST**  
**(October 24, 1989)**

# Monsanto

LAW DEPARTMENT

Monsanto Company  
800 N. Lindbergh Boulevard  
St. Louis, Missouri 63167  
Phone: (314) 694-1000

October 24, 1989

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

William C. Child, Manager  
Illinois Environmental Protection Agency  
Division of Land Pollution Control  
2200 Churchill Road  
P.O. Box 19276  
Springfield, IL 62794-9276

Re: L1630200005 -- St. Clair County  
Request For Information;  
Sauget Sites -- Area 1 and Area 2

Dear Mr. Child:

This letter is a timely response to the Environmental Protection Agency's (IEPA) letters dated August 7, 1989, on the subject sites referenced above. Monsanto Company responds consistent with the extension of time, to October 24, 1989, that was granted by the Office of the Illinois Attorney General.

Monsanto is submitting one response which will address matters raised in the IEPA letters for Area 1 and Area 2. In response to those letters, we disagree with the IEPA's overly broad assumption of authority which it asserts is conferred by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601 et. seq., and the Resource Conservation and Recovery Act (RCRA), 42 USC §6901 et. seq. Furthermore, the IEPA does not furnish sufficient data to support the factual assertions which it sets forth in its letters. We also object to the overly broad scope of certain questions and the far-reaching time period (1930 through the present) included in the IEPA information request. However, consistent with Monsanto's policy for cooperation with government agencies, we are responding to your request, but at the same time are not waiving any objections to the IEPA's authority, the factual assertions included in the IEPA's letter, or the scope of information requested. By this submission of information responsive to the overly broad requests, we do not admit any question of fact or law. Certain information provided are responses to Congressman Eckert's survey

of the chemical industry in 1979. The questionnaires were sent to 50 chemical companies and asked the companies to provide information by estimating (undefined) the volumes of wastes, the method of disposal, and further requiring companies to speculate on the facility at which disposal may have occurred.

Monsanto has conducted a diligent search for information responsive to the request for information at the W.G. Krummrich Plant, Sauget, Illinois; the J.F. Queeny Plant, St. Louis, Missouri; the Carondelet Plant, St. Louis, Missouri; and investigations by personnel at the Monsanto Company Corporate Headquarters in St. Louis, Missouri. I, N. Cornell Boggs, III, the Monsanto Company attorney assigned to this matter, have reviewed the documents which have been submitted to me by the above-mentioned plants. I am without personal knowledge of the matters stated in the documents submitted in response to the information requests. The documents have been assembled by authorized employees who have informed counsel that they have conducted a search of their respective files, which has resulted in the produced information that follows. To the best of this attorney's knowledge and belief, the information provided is true.

Following the search of plant and corporate files, documents that have been located and responsive to particular information requests have been sub-divided into categories which reflect the particular "Site" within either Area 1 or Area 2 that the document is responsive to. Accordingly, as IEPA reviews each of Monsanto's, the Site-specific answers will reference an alphabetically-sequenced appendix. Each appendix begins with an index listing the responsive documentation. No documentation has been located which supports the position that Monsanto has any waste associated with Area 1. All documentation located for this area are responsive to Information Request (No. 8) wherein Monsanto provides documentation of transactions and/or agreements between Monsanto and "owners" within Area 1 during the period of disposal. At this time, Monsanto does request the IEPA's assistance in providing whatever information the IEPA possesses, or has evaluated which has led the IEPA to include Monsanto as a recipient of the Area 1 Information Request.

It must be understood that Monsanto's ability to respond to the Information Requests for Area 1 and for Area 2 is restricted by the age of the transactions and the breadth of information requested. Monsanto has spent considerable time and resources in order to provide complete responses within the limited time provided.

Monsanto has previously produced numerous documents, relevant to the issue of waste disposal, to the State of Illinois in Illinois v. Monsanto. The following documents are "confidential" pursuant to the protective order entered in the lawsuit at pages K00002-K00004, K02033-K02043, and K02050-K002055. Because of the broader scope of the information requested, we have submitted additional documents which reference documents subject to the protective order. For all of these documents, Monsanto states a

confidentiality claim pursuant to 35 Ill. Adm. Code, Part 161. All documents included in Monsanto's claim of confidentiality are located in Appendix A.

Monsanto's responses to the specific Information Requests are attached. If there are any questions regarding the matters discussed above, please contact the undersigned at (314) 694-6032.

Very truly yours,

*N. Cornell Boggs, III*

N. Cornell Boggs, III  
Environmental Attorney

enc.

cc: w/o enc.  
Christine Zeman  
Assistant Attorney General  
Office of the Illinois Attorney General

bcc: w/o enc.  
T. Kuhns  
B. J. Gilhousen  
W. Smull

MCO 0616487

**Answers to Information Requests**  
**Sauget Sites - Area I and Area II**

Answer No. 1: No Monsanto Company documents were located which are responsive to Area I or to Sites O and Q in Area II. Documents are responsive to Site R are located and indexed at Appendix B.

Answer No. 2: No Monsanto Company documents were located which are responsive to Area I or to Sites O and Q in Area II. Documents that are responsive to Site R are located and indexed at Appendix C.

Answer No. 3: No Monsanto Company documents were located which are responsive to Area I as to Sites O and Q in Area II. Documents that are responsive to Site R are located and indexed at Appendix D.

Answer No. 4: No Monsanto Company documents were located which are responsive to Area I or to Area II. Should response documents be found this request for information will be supplemented.

Answer No. 5: No documents were located which are responsive to Area I as to Sites O and Q in Area II. The only responsive document found is relevant to Site R and is located and indexed at Appendix E. This document is also responsive to Question 2.

Answer No. 6: No documents were located which are responsive to Area I or to Site O in Area II. Documents that are responsive to Sites R and Q are located and indexed at Appendix F.

Answer No. 7: Monsanto objects to question No. 7 insofar as it is overly broad and exceeds IEPA's authority for the purposes of a hazardous waste site information request. Monsanto had, and does have, various insurance policies which were in effect during the time periods in question. If Monsanto is ever adjudged responsible for liabilities arising from this matter, Monsanto

and its insurance carriers will determine whether or not specific insurance policies provide coverage for specific occurrences. Monsanto's insurance coverage for environmental claims is presently in litigation. See Monsanto Company v. Aetna Casualty & Surety Company, et al., Delaware Superior Court, Newcastle County, Delaware, CA No. AD8C-JA-118-1-CV and CA No. 9576; Travelers Company v. Monsanto Company, et al., U.S. District Court for the District of Connecticut, CA No. H88-34(AHN).

Answer No. 8: Monsanto Company documents which were located are responsive to Area II, Site O, and to various unknown sites within Area I and Area II. These documents are located and indexed at Appendix G.

MCD 0616489

# SERVICE OF PROCESS TRANSMITTAL FORM

**CT SYSTEM**

CT Corporation System  
The Corporation Trust Company

CHICAGO, ILLINOIS

(City)

(State)

August 10, 1989

(Date)

Legal Department  
TO: Monsanto Company  
Thomas M. Bistline  
800 North Lindbergh Boulevard  
St. Louis, Missouri 63141

( ) Via Certified First Class Mail

( ) Via Messenger  
(\*) Via Federal Express  
Airbill #311 5785 924

RE: PROCESS SERVED IN Illinois  
(Jurisdiction)

FOR MONSANTO COMPANY Del  
(Name of Company) (Domestic State)

ENCLOSED ARE COPIES OF LEGAL PROCESS SERVED UPON OR RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

1. TITLE OF ACTION: TO: Monsanto Company  
RE: St. Clair County Sauget Sites - Area I
2. DOCUMENT(S) SERVED: ( ) Summons ( ) Complaint (\*\*) Exhibits  
(\*) Letter dated August 7, 1989 Case #
3. COURT: ---
4. NATURE OF ACTION: Notice from the Illinois Environmental Protection Agency that your company is a potential responsible party for the release or threatened release of hazardous substances at the above described site.  
If you wish to be a part of corrective measure negotiations, please respond
5. ( ) Process Served on: CT CORPORATION SYSTEM, Chicago, Illinois to the IL EPA in writing  
(\*\*) Process Received by: CT CORPORATION SYSTEM, Chicago, Illinois within 14 days.  
From: IL EPA, 2200 Churchill Road, P.O. Box 19276,  
Springfield, IL 62794-9276  
Envelope Post Marked August 8, 1989 enclosed.
6. DATE AND HOUR OF SERVICE: Received August 10, 1989 via regular mail
7. APPEARANCE OR ANSWER DUE: See number 4 above
8. PLAINTIFF'S ATTORNEY(S): ---

MCO 0617755

**9. REMARKS:**

- (\*) This confirms our telephone call to your office. w/ Debbie in Legal Department
- ( ) Above telephoned to CT office and is sent to you per their instructions.
- ( ) Discrepancy in company name.

KINDLY ACKNOWLEDGE RECEIPT BY SIGNING  
THE CARBON COPY AND RETURNING IT TO

Signed CT CORPORATION SYSTEM  
Per D. Schull  
Address 208 South LaSalle Street  
Chicago, Illinois 60604





Illinois Environmental Protection Agency

P. O. Box 19276, Springfield, IL 62794-9276

REC'D AUG 10 1989

217/782-6762

L1630200005 -- St. Clair County  
Sauget Sites - Area I

August 7, 1989

C T Corporation System  
Registered Agent for Monsanto Company  
208 South LaSalle Street  
Chicago, Illinois 60604-1135



# 890185

Dear Sir or Madam:

The Illinois Environmental Protection Agency (IEPA) has documented the release or threatened release of hazardous substances, pollutants and contaminants at the above-referenced Area. A diagram indicating the property included in Area I is provided as Attachment 1 to this letter. IEPA is planning to spend public funds to investigate and control these releases and has completed HRS documentation for Area I sites. Recommendation will be made to USEPA Headquarters for nomination to the National Priorities List (NPL). The Area I score is above that required for NPL listing and such listing is, therefore, anticipated. Upon listing, action will be taken by USEPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 (SARA), unless both USEPA and IEPA determine that appropriate action will be properly executed by a responsible party. Responsible parties under CERCLA include the current and former owners and operators, and persons who generated the hazardous substances or were involved in transport, treatment, or disposal of hazardous substances at the subject Area.

Based on data generated during the State's investigation of Area I, IEPA has information indicating that you are a potential responsible party (PRP). Before the State of Illinois undertakes necessary action at Area I, IEPA will give you the opportunity to work with other PRPs to voluntarily perform your share of the work required to abate any release or threatened release of hazardous substances, pollutants, and contaminants from this Area. You should be aware that under Section 107(a) of CERCLA, 42 U.S.C. §9607, and Section 22.2(f) of the Environmental Protection Act, Ill. Rev. Stat., Ch. 111 1/2, par. 1022.2(f), where the State uses public funds to conduct removal or remedial action, you may be liable for all costs associated with such action including investigation, planning, enforcement and cleanup costs.

IEPA is planning to conduct the following studies at Area I:

1. A Remedial Investigation (RI) to identify the local hydrogeological characteristics, and define the nature and extent of soil, air, groundwater, and surface water contamination; and

MCO 0617756



Page 2

2. A Feasibility Study (FS) to evaluate possible remedial alternatives to remove or contain hazardous substances, pollutants, and contaminants.

In addition to the above studies, corrective measures will be necessary to protect public health, welfare or the environment. These corrective measures will include, but are not necessarily limited to:

1. Implementation of initial remedial measures, e.g., securing unfenced property to prevent contact with any potentially hazardous or toxic materials at Area I and/or removal of contaminated material from the surface;
2. Designing and implementing the IEPA-approved remedy for Area I; and
3. Providing any necessary ongoing monitoring and maintenance.

The State would like to encourage "good faith" negotiations among you, other PRPs, the IEPA and the Illinois Attorney General's Office, leading to the entry of consent decrees for conduct of the RI/FS studies and the corrective measures mentioned above. To facilitate such negotiations, Attachment 2 of this letter is a list of names and addresses of other PRPs who are also receiving this letter. As PRPs, it would be advisable to organize yourselves into a single representative body to begin negotiation with IEPA and the Attorney General's Office for a privately funded RI/FS. The obvious benefit is that PRPs are able to exercise a greater degree of control over remedial design and implementation.

If you wish to be a part of these negotiations, you should notify the undersigned in writing within fourteen (14) calendar days within receipt of this letter. If you do not provide such written notification to the undersigned indicating your willingness to participate with other PRPs, IEPA will assume that you decline participation. Within forty-five (45) days, the State will contact those PRPs who have indicated a willingness to participate to schedule negotiations.

In addition, IEPA is seeking to obtain certain other information from you pursuant to authority granted under Section 104 of CERCLA, 42 U.S.C. §9604, Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927, and Section 4 of the Environmental Protection Act, Ill. Rev. Stat., Ch. 111 1/2, par. 1004. This information is needed to enforce CERCLA, RCRA and the Environmental Protection Act and to assist in determining the need for response to a release of hazardous substance(s) under CERCLA and the Environmental Protection Act. Pursuant to these statutory provisions, you are hereby requested to submit the information describe below.

1. Copies of all shipping documents or other business documents relating to the transportation, storage and/or disposal of waste materials or substances at the above-referenced Area.



2. A detailed description of the generic, common and/or trade names and the chemical composition and character (i.e. liquid, solid, sludge) of the material offered by you for transportation to, storage and/or disposal at the above referenced Area.
3. For each waste material or substance identified above please give the total volume (gallons for liquids and sludges and cubic yards for solids) which you transported to, stored or disposed of at the above-referenced Area, and list when transportation storage or disposal occurred. Also, describe as accurately as possible the precise location where said activities took place.
4. A description of arrangements that were made for transportation of your waste materials or substances to the above-referenced Area, including method(s) of transportation used (i.e. tankers, dump trucks, drums).
5. The names of the transporter(s) of your waste materials or substances, including the former and current address of the transporter(s).
6. Copies of all records, including analytical results and material safety data sheets, which indicate the chemical composition and/or chemical character of the waste material(s) transported to, stored or disposed of at the above-referenced Area.
7. A list and description of any and all liability insurance that is and was carried by you, including but not limited to any self-insurance provisions, which relate to waste materials or substances and the above-referenced Area. Include copies of all such insurance policies.
8. Evidence of transactions and/or agreements made between yourself and owners of property within the above-referenced Area during the period of disposal.

The information sought pertains to any and all information in your possession, custody, or control relating to the operation of the above-referenced Area and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Area. The relevant time period for this request is from 1930 through the present.

For purposes of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of materials to, through, or from, the above-referenced Area. "Waste materials" shall mean any material which is reclaimed or intended to be discarded, including, but



Page 4

not limited to, hazardous substances, solid wastes and hazardous wastes, and other material which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

The information sought herein must be sent to IEPA within thirty (30) calendar days of your receipt of this letter. Any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. §6903(5), and Section 101(14) of CERCLA, 42 U.S.C. §9607(14), and fails to furnish IEPA with requested information related to such activities is subject to sanctions. Under Section 3008 of RCRA, 42 U.S.C. §6982, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request under Section 104 CERCLA, 42 U.S.C. §9604, may result in a civil enforcement action being brought against you.

The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be afforded confidential protection. A request for confidential protection must be made when the information is provided since any information not so identified will not be accorded this protection by the IEPA. ~~Information claimed as confidential~~ will be handled in accordance with the provisions of 35 Ill. Adm. Code, Part 161.

The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to IEPA pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find, at any time after the submittal of the requested information, that any portion of the submitted information is false, the signatory should so notify IEPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted.

Your reply to the request for information under Section 104 of CERCLA and Section 3007 of RCRA should be considered separate and distinct from that relating to participation in response activities at Area I. Your reply to IEPA's request for information should be sent to:

William C. Child, Manager  
Illinois Environmental Protection Agency  
Division of Land Pollution Control  
2200 Churchill Road  
Post Office Box 19276  
Springfield, Illinois 62794-9276

MCO 0617759



Page 5

If you need further information or wish to indicate to IEPA your willingness to participate in response activities, please contact Paul Takacs, IEPA Remedial Project Manager at the above number, or Joseph Madonia, Assistant Attorney General, at (217) 782-9030.

Thank you for giving this matter your immediate attention.

Respectfully,

*William C Child*

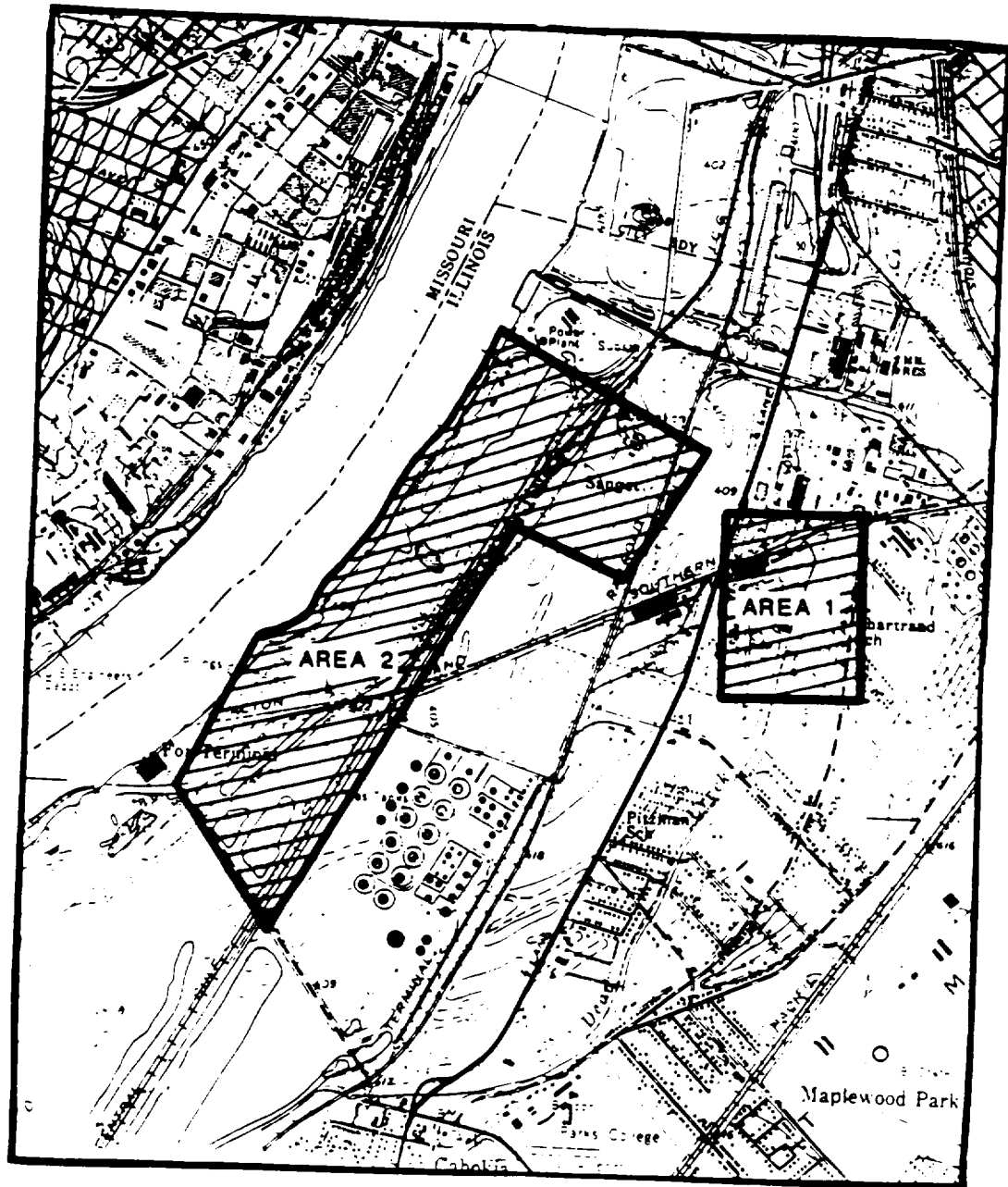
William C. Child, Manager  
Division of Land Pollution Control

WCC:PT:jab/2589,2591k/1-5

cc: Bharat Mathur - IEPA  
Jim Frank - IEPA  
Terry Ayers - IEPA  
Paul Takacs - IEPA  
Bruce Carlson - IEPA  
Joe Madonia - IAGO  
Nancy Mackiewicz - IAGO

MCO 0617760

ATTACHMENT 1  
Reference Area Map



SOURCE: USGS Canokis Quad, 1974.

SCALE  
0 0.5 1 MILE

MCO 0617761

ATTACHMENT 2  
PRP List - Area I

Cerro Copper Products Co.  
Queeny Avenue  
Sauget, IL 62206

Midwest Rubber Reclaiming co.  
3101 Mississippi Avenue  
Sauget, IL 62206

Monsanto Company  
800 North Lindbergh Blvd.  
St. Louis, MO 63167

MCO 0617762



## SERVICE OF PROCESS TRANSMITTAL FORM

C T Corporation System  
The Corporation Trust Company

CHICAGO, ILLINOIS

(City)

(State)

(Date)

(Date)

TO:

C T CORPORATION SYSTEM

C T CORPORATION SYSTEM

C T CORPORATION SYSTEM

C T CORPORATION SYSTEM

C T CORPORATION SYSTEM

( ) Via Certified First Class Mail

( ) Via Messenger

C T CORPORATION SYSTEM

C T CORPORATION SYSTEM

RE: PROCESS SERVED IN

ILLINOIS

(Jurisdiction)

FOR

Monsanto Company

(Name of Company)

Ill.

(Domestic State)

ENCLOSED ARE COPIES OF LEGAL PROCESS SERVED UPON OR RECEIVED BY THE STATUTORY AGENT OF THE  
ABOVE COMPANY AS FOLLOWS:

## 1. TITLE OF ACTION:

TO: Monsanto Company

FROM: St. Clair County Circuit Court, Area 1

## 2. DOCUMENT(S) SERVED: ( ) Summons ( ) Complaint ( ) Exhibits

( ) Letter dated August 7, 1989

Case #

## 3. COURT:

## 4. NATURE OF ACTION:

Notice from the Illinois Environmental Protection

Agency that your company is a potential responsible party for the release

or threatened release of hazardous substances at the above described site.

If you wish to be a part of "good faith" negotiations, you must notify William

## 5. ( ) Process Served on: C T CORPORATION SYSTEM, Chicago, Illinois

( ) Process Received by: C T CORPORATION SYSTEM, Chicago, Illinois

From: EPA

Envelope Post Marked

August 8, 1989

enclosed.

of receipt of this

## 6. DATE AND HOUR OF SERVICE:

Received August 11, 1989 via regular mail

## 7. APPEARANCE OR ANSWER DUE:

See number 4 above

## 8. PLAINTIFF'S ATTORNEY(S):

William C. Child, Manager

FROM:

Illinois Environmental Protection Agency

Division of Air Pollution Control

2200 Churchill Road / Post Office Box 10276

Springfield, Illinois 62794-9276

## 9. REMARKS:

( ) This confirms our telephone call to your office.

// Double in Legal Department

( ) Above telephoned to C T

office and is sent to you per their instructions.

( ) Discrepancy in company name.

MCO 0618460

REC'D ON:

Signed

C T CORPORATION SYSTEM

Per

D. Schull

Address

208 South LaSalle Street

Chicago, Illinois 60604





REC'D AUG 11 1989

Illinois Environmental Protection Agency P. O. Box 19276, Springfield, IL 62794-9276

217/782-6762

L1630200005 -- St. Clair County  
Sauget Sites - Area II

August 7, 1989

C T Corporation System  
Registered Agent for Monsanto Company  
208 South LaSalle Street  
Chicago, Illinois 60604-1135

PRP +  
Info Request

MC # 890192

Dear Sir or Madam:

The Illinois Environmental Protection Agency (IEPA) has documented the release or threatened release of hazardous substances, pollutants and contaminants at the above-referenced Area. A diagram indicating the property included in Area II is provided as Attachment 1 to this letter. IEPA is planning to spend public funds to investigate and control these releases and has completed HRS documentation for Area II sites. Recommendation will be made to USEPA Headquarters for nomination to the National Priorities List (NPL). The Area II score is above that required for NPL listing and such listing is, therefore, anticipated. Upon listing, action will be taken by USEPA pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, Pub. L. 99-499 (SARA), unless both USEPA and IEPA determine that appropriate action will be properly executed by a responsible party. Responsible parties under CERCLA include the current and former owners and operators, and persons who generated the hazardous substances or were involved in transport, treatment, or disposal of hazardous substances at the subject Area.

Based on data generated during the State's investigation of Area II, IEPA has information indicating that you are a potential responsible party (PRP). Before the State of Illinois undertakes necessary action at Area II, IEPA will give you the opportunity to work with other PRPs to voluntarily perform your share of the work required to abate any release or threatened release of hazardous substances, pollutants, and contaminants from this Area. You should be aware that under Section 107(a) of CERCLA, 42 U.S.C. §9607, and Section 22.2(f) of the Environmental Protection Act, Ill. Rev. Stat., Ch. 111 1/2, par. 1022.2(f), where the State uses public funds to conduct removal or remedial action, you may be liable for all costs associated with such action including investigation, planning, enforcement and cleanup costs.

IEPA is planning to conduct the following studies at Area II:

1. A Remedial Investigation (RI) to identify the local hydrogeological characteristics, and define the nature and extent of soil, air, groundwater, and surface water contamination; and

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2. A Feasibility Study (FS) to evaluate possible remedial alternatives to remove or contain hazardous substances, pollutants, and contaminants.

In addition to the above studies, corrective measures will be necessary to protect public health, welfare or the environment. These corrective measures will include, but are not necessarily limited to:

1. Implementation of initial remedial measures, e.g., securing unfenced property to prevent contact with any potentially hazardous or toxic materials at Area II and/or removal of contaminated material from the surface;
2. Designing and implementing the IEPA-approved remedy for Area II; and
3. Providing any necessary ongoing monitoring and maintenance.

The State would like to encourage "good faith" negotiations among you, other PRPs, the IEPA and the Illinois Attorney General's Office, leading to the entry of consent decrees for conduct of the RI/FS studies and the corrective measures mentioned above. To facilitate such negotiations, Attachment 2 of this letter is a list of names and addresses of other PRPs who are also receiving this letter. As PRPs, it would be advisable to organize yourselves into a single representative body to begin negotiation with IEPA and the Attorney General's Office for a privately funded RI/FS. The obvious benefit is that PRPs are able to exercise a greater degree of control over remedial design and implementation.

If you wish to be a part of these negotiations, you should notify the undersigned in writing within fourteen (14) calendar days within receipt of this letter. If you do not provide such written notification to the undersigned indicating your willingness to participate with other PRPs, IEPA will assume that you decline participation. Within forty-five (45) days, the State will contact those PRPs who have indicated a willingness to participate to schedule negotiations.

In addition, IEPA is seeking to obtain certain other information from you pursuant to authority granted under Section 104 of CERCLA, 42 U.S.C. §9604, Section 3007 of the Resource Conservation and Recovery Act (RCRA) as amended, 42 U.S.C. §6927, and Section 4 of the Environmental Protection Act, Ill. Rev. Stat., Ch. 111 1/2, par. 1004. This information is needed to enforce CERCLA, RCRA and the Environmental Protection Act and to assist in determining the need for response to a release of hazardous substance(s) under CERCLA and the Environmental Protection Act. Pursuant to these statutory provisions, you are hereby requested to submit the information describe below.

1. Copies of all shipping documents or other business documents relating to the transportation, storage and/or disposal of waste materials or substances at the above-referenced Area.

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2. A detailed description of the generic, common and/or trade names and the chemical composition and character (i.e. liquid, solid, sludge) of the material offered by you for transportation to, storage and/or disposal at the above referenced Area.
3. For each waste material or substance identified above please give the total volume (gallons for liquids and sludges and cubic yards for solids) which you transported to, stored or disposed of at the above-referenced Area, and list when transportation storage or disposal occurred. Also, describe as accurately as possible the precise location where said activities took place.
4. A description of arrangements that were made for transportation of your waste materials or substances to the above-referenced Area, including method(s) of transportation used (i.e. tankers, dump trucks, drums).
5. The names of the transporter(s) of your waste materials or substances, including the former and current address of the transporter(s).
6. Copies of all records, including analytical results and material safety data sheets, which indicate the chemical composition and/or chemical character of the waste material(s) transported to, stored or disposed of at the above-referenced Area.
7. A list and description of any and all liability insurance that is and was carried by you, including but not limited to any self-insurance provisions, which relate to waste materials or substances and the above-referenced Area. Include copies of all such insurance policies.
8. Evidence of transactions and/or agreements made between yourself and owners of property within the above-referenced Area during the period of disposal.

The information sought pertains to any and all information in your possession, custody, or control relating to the operation of the above-referenced Area and to the transportation, storage, and/or disposal of hazardous substances or the generation of hazardous substances which were ultimately disposed of or offered for disposal at the Area. The relevant time period for this request is from 1930 through the present.

For purposes of this information request, "shipping documents" shall mean all contracts, agreements, purchase orders, requisitions, pick-up or delivery tickets, customs forms, freight bills, shipping memoranda, order forms, weight tickets, work orders, manifests, shipping orders, packing slips, bills of lading, invoices, bills and any other similar documents that evidence discrete transactions involving shipment, or the arrangement for shipment, of materials to, through, or from, the above-referenced Area. "Waste materials" shall mean any material which is reclaimed or intended to be discarded, including, but



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not limited to, hazardous substances, solid wastes and hazardous wastes, and other material which may or may not contain pollutants or contaminants, and shall include reclaimed and off-specification materials of any kind.

The information sought herein must be sent to IEPA within thirty (30) calendar days of your receipt of this letter. Any person who generates, stores, treats, transports, disposes, arranges for the disposal of, or otherwise handles hazardous wastes and hazardous substances, as those terms are defined in Section 1004(5) of RCRA, 42 U.S.C. §6903(5), and Section 101(14) of CERCLA, 42 U.S.C. §9607(14), and fails to furnish IEPA with requested information related to such activities is subject to sanctions. Under Section 3008 of RCRA, 42 U.S.C. §6982, failure to comply with this request may result in an order requiring compliance or in a civil action for appropriate relief. These provisions also provide for civil penalties. Failure to comply with this request under Section 104 CERCLA, 42 U.S.C. §9604, may result in a civil enforcement action being brought against you.

The information requested herein must be provided notwithstanding its possible characterization as confidential information or trade secrets. You may request, however, that any such information be afforded confidential protection. A request for confidential protection must be made when the information is provided since any information not so identified will not be accorded this protection by the IEPA. Information claimed as confidential will be handled in accordance with the provisions of 35 Ill. Adm. Code, Part 161.

The written statements submitted pursuant to this request must be notarized and submitted under an authorized signature certifying that all information contained therein is true and accurate to the best of the signatory's knowledge and belief. Moreover, any documents submitted to IEPA pursuant to this information request should be certified as true and authentic to the best of the signatory's knowledge and belief. Should the signatory find, at any time after the submittal of the requested information, that any portion of the submitted information is false, the signatory should so notify IEPA. If any answer certified as true should be found to be untrue, the signatory can and may be prosecuted.

Your reply to the request for information under Section 104 of CERCLA and Section 3007 of RCRA should be considered separate and distinct from that relating to participation in response activities at Area I. Your reply to IEPA's request for information should be sent to:

William C. Child, Manager  
Illinois Environmental Protection Agency  
Division of Land Pollution Control  
2200 Churchill Road  
Post Office Box 19276  
Springfield, Illinois 62794-9276

MCO 0618464



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If you need further information or wish to indicate to IEPA your willingness to participate in response activities, please contact Paul Takacs, IEPA Remedial Project Manager at the above number, or Joseph Madonia, Assistant Attorney General, at (217) 782-9030.

Thank you for giving this matter your immediate attention.

Respectfully,

A handwritten signature in cursive script that reads "William C. Child".

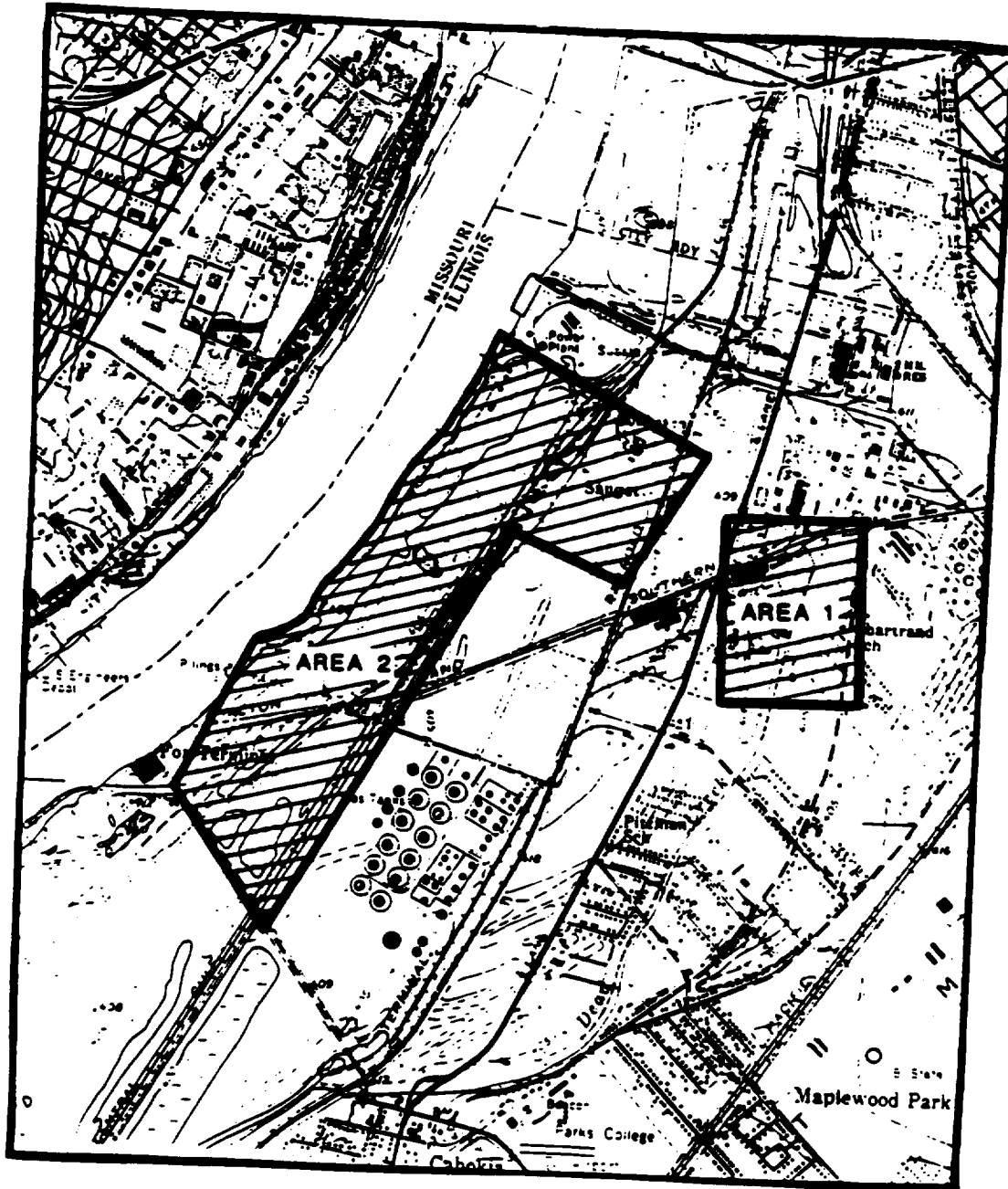
William C. Child, Manager  
Division of Land Pollution Control

WCC:PT:jab/2417,2590k/1-5

cc: Bharat Mathur - IEPA  
Jim Frank - IEPA  
Terry Ayers - IEPA  
Paul Takacs - IEPA  
Bruce Carlson - IEPA  
Joe Madonia - IAGO  
Nancy Mackiewicz - IAGO

MCD 0618465

ATTACHMENT 1  
Reference Area Map



SOURCE: USGS Canonic Quad. 1974.

SCALE  
0.5

1 MILE

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ATTACHMENT 2  
PRP List - Area II

Amax Zinc Company, Inc.  
Amax Center  
Greenwich, Connecticut 06836

Cerro Copper Products Co.  
Queeny Avenue  
Sauget, IL 62706

Clayton Chemcial Company  
#1 Mobile Ave.  
Sauget, IL 62201

Eagle Marine Industries, Inc.  
2701 North Geyer Rd.  
St. Louis, MO 63131

Midwest Rubber Reclaiming Co.  
3101 Mississippi Avenue  
Sauget, IL 62206

Monsanto Company  
800 North Lindbergh Blvd.  
St. Louis, MO 63167

Riverport Terminal and Fleeting Company  
Suite 1725  
200 North Broadway  
St. Louis, MO 63102-2716

Sterling Steel Foundry, Inc.  
7441 Navarre Circle  
St. Louis, MO 63123

Village of Sauget  
2350 Monsanto Avenue  
Sauget, IL 62206

Paul Sauget  
2700 Falling Springs Rd.  
Sauget, IL 62201

MCO 0618467

A

COMPANY CONFIDENTIAL

MCO 0616490



**APPENDIX A**  
**Index of Documents**

Letter dated 2/8/78 re contract extension (000001)

Letter dated 5/19/78 re waste disposal agreement (000002 to 000011)

Notes dated 8/16/68 re waste disposal (000012 to 000015)

Memo dated 6/29/77 re waste disposal (000016 to 000021)

Memo dated 3/9/71 re waste disposal (000022 to 000032)

Letter dated 3/21/84 re landfill contract (000033)

Letter dated 12/15/78 re agreement sanitary landfill privileges (000034 to 000040)

**COMPANY CONFIDENTIAL**

MCO 0616491

**COMPANY CONFIDENTIAL INFORMATION, SUBJECT TO  
PROTECTIVE ORDER AND CLAIM OF CONFIDENTIALITY**

The documents listed below and included in Attachment A are subject to the enclosed protective order, entered July 17, 1984, in Illinois v. Monsanto, No. 82 CH 195. The numbers beginning with the letter "K" are listed on the lower right corner of each document. These documents have been marked COMPANY CONFIDENTIAL.

K00002  
K00003  
K00004  
K02033  
K02034  
K02035  
K02036  
K02037  
K02038  
K02039  
K02040  
K02041  
K02042  
K02043  
K02050  
K02051  
K02052  
K02053  
K02054  
K02055

**COMPANY CONFIDENTIAL**

MCO 0616492

Because the scope of the information request is broader than the protective order, other documents that reference the documents subject to the protective order are also marked COMPANY CONFIDENTIAL. The COMPANY CONFIDENTIAL documents are numbered 000001 - 000040 at the upper right corner of the document. For all documents so marked, Monsanto asserts a claim of confidentiality pursuant to 35 III. Adm. Code §161.300 (subpart C).

STATE OF ILLINOIS     )  
                              ) SS.  
COUNTY OF ST. CLAIR )

IN THE CIRCUIT COURT FOR THE TWENTIETH JUDICIAL COURT  
ST CLAIR COUNTY, ILLINOIS

PEOPLE OF THE STATE OF ILLINOIS, )  
                                          ) Plaintiff, )  
                                          ) vs.                                ) No. 82 CH 195  
                                          )  
MONSANTO COMPANY, a Delaware        )  
Corporation,                            )  
                                          ) Defendant.                        )

PROTECTIVE ORDER

Plaintiff and Defendant, by their respective attorneys,  
and subject to approval by the Court, hereby agree that all  
documents produced in this action shall be used solely for the  
prosecution or defense of this action and that the production  
of documents or information deemed confidential in accordance  
with this Order shall be subject to the following terms and  
conditions:

MATERIALS SUBJECT TO THIS  
AGREED PROTECTIVE ORDER

1. This Agreed Protective Order applies to only those  
documents or information produced by the parties after the date  
this Order is entered by the Court.
2. As used herein, the words "document" or "documents"  
include the whole or any page or specific portion of (a) any  
written, printed, or graphic matter, any computer record or tape

MCO 0616493

produced or obtained from any party, or any copy, extract and complete or partial summary prepared therefrom; (b) any deposition or transcript or exhibit thereto; and (c) any brief, memorandum or other writing filed with the Court, including any interrogatory answer, or any exhibit attached thereto.

3. Documents or information which may be designated confidential by a party include, but are not limited to, the following types of documents or information, provided that such documents or information have not been made generally available to the public:

- (a) documents or information of a financial nature;
- (b) documents or information relating to manufacturing processes, technological specifications, research and development or other proprietary technology;
- (c) documents or information relating to bona fide current trade secrets which could be entitled to protection as such under the principles of unfair competition;
- (d) documents or information in the nature of on-going or future marketing plans, marketing analyses, or marketing strategies; or
- (e) purchase or sales documents or information relating to a party's customers or suppliers.

4. Any party seeking to protect confidential documents or information from public disclosure pursuant to this Order shall designate such documents or information as confidential at the time of production or within ten (10) days thereafter. The confidential designation shall be made by providing all parties with a list clearly identifying such documents or information. A listing of the stamped numbers of "confidential" documents shall be sufficient designation of documents under this Order.

PROCEDURE FOR DISPUTING  
A CLAIM OF CONFIDENTIALITY

5. A party may object to the designation of any document or information as confidential by notifying the designating party in writing within fourteen (14) days of receipt of such designation, or within such time as may be agreed by the parties. Such notification shall clearly identify the specific document or information to which the party is objecting and shall contain a statement of the reasons for such objection. If no notification of an objection to a confidentiality designation is given within the time period provided in this paragraph, such party waives any right to object to the confidentiality designation and the document or information so designated shall be protected according to the terms of this Order.

6. Within fourteen (14) days of receipt of a notice of objection as provided in paragraph five (5) above, a party asserting a claim of confidentiality may respond in writing to the objecting party. If the parties are unable to resolve an

objection to a confidential designation among themselves, the designating party shall have twenty-eight (28) days from its receipt of a notice of objection to file a motion with the Court for an order designating the disputed documents as confidential in accordance herewith. Any document or information which is designated confidential and subject to an objection thereto and a written response from the designating party shall remain protected from public disclosure as provided in this Order unless or until such disclosure is ordered by the Court. If the party asserting the confidentiality claim does not respond in writing to the objecting party within the time period specified in this paragraph or does not later make a motion to this Court as provided in this paragraph, said party waives any right to claim such document or information confidential and such document or information is not protected by this Order.

PROTECTION OF CONFIDENTIAL DOCUMENTS OR INFORMATION

7. No documents or information produced by a party and made confidential in accordance with the terms of this Order may be communicated to any person or entity not a party to this action nor to any party's attorneys, employees, agents, or consultants, except as is necessary in connection with the prosecution or defense of this litigation.

8. If any party makes any disclosure of confidential documents or information in conformance with this Order, said

shall remain protected under the terms of this Order until the parties reach an agreement or a ruling by this Court is given.

DATED: \_\_\_\_\_

ENTERED:

\_\_\_\_\_  
Judge

State of Illinois

IN THE TWENTIETH JUDICIAL CIRCUIT, ST. CLAIR COUNTY, BELLEVILLE, ILLINOIS

PEOPLE OF THE

PLAINTIFF STATE

vs.

MONSANTO

Defendant

No. 82-CH-195

ORDER

This cause coming before the Court, the Court being fully advised in the premises and having jurisdiction of the subject matter,

The Court finds: Defendant's Motion for a Protective Order

IT IS THEREFORE ORDERED:

That the Protective Order attached to  
Monsanto's Motion for a Protective Order  
is hereby entered by the Court in its  
entirety

FILED  
JUL 17 1984  
ed-ht  
CIRCUIT CLERK

Attorneys:

Enter:

Samuelson

Plaintiff

Paul A. Orloff

Defendant

James H. Jones  
Judge

WCO 0616500



*Village Hall*  
337-5267

000001

February 8, 1978

*File  
with  
our Contract*

Mr. Paul Sauget  
Sauget and Company  
2700 Monsanto Avenue  
Sauget, Illinois 62201

Dear Paul:

This letter is to confirm our phone conversation of February 8, 1978 agreeing to extend the terms and conditions of Contract 02-03-0563 dated January 1, 1976 through December 31, 1978.

Therefore, from this date, Contract No. 02-03-0563 will be in force and Blanket Order No. B-33,741 for the year 1978 will be used to cover your monthly invoices.

Very truly yours,

*D. H. Francisco*  
D. H. Francisco  
Purchasing Agent

bp

Enclosure

COMPANY CONFIDENTIAL

MCO 0616501

# Monsanto

000002

MONSANTO CHEMICAL INTERMEDIATES CO.

Sauget, Illinois 62201

Phone: (618) 271-5835

May 19, 1978

Mr. Paul Sauget  
Sauget & Company  
2700 Monsanto Avenue  
Sauget, Illinois 62201

Dear Paul:

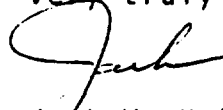
This letter is to give you thirty (30) days notification of our intentions to terminate the terms and conditions of Contract 02-03-0565.

As you are aware we have discussed the forthcoming plans to close the W. G. Krummrich Plant's sanitary landfill operated by your company under the above contract. We expect field work to begin within the next month.

We do request that upon receipt of verbal notification from Mr. Frank Basile that you shift the total hauling and disposal of cinders from Monsanto's W. G. Krummrich Plant and its J. F. Queeny Plant to your sanitary landfill. This is consistent with the terms of Contract 02-03-0563 for disposal.

We discussed the possibilities that there will be some changes in our general direction on use of landfills very shortly. Will plan to keep you advised as these directions change. We are continuing to work with our CED personnel concerning the WGK sanitary landfill to see if we can extend the use for another few months.

Very truly yours,



Jack W. Molloy  
Plant Manager

ap

cc: F. J. Basile - WGK Plant  
P. E. Heisler - WGK Plant  
D. M. Francisco - WGK Plant

MCO 0616503

## COMPANY CONFIDENTIAL

a unit of Monsanto Company

000003

AGREEMENT  
between  
MONSANTO COMPANY  
and  
SAUGET AND COMPANY

DATED  
January 1, 1976

for  
Sanitary Landfill  
W. G. Krummrich Plant  
Sauget, Illinois

**COMPANY CONFIDENTIAL**

WASTE DISPOSAL AGREEMENT

000004

This Agreement made and entered into as of the first day of January, 1976, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri (hereinafter called "Monsanto"), and SAUGET AND COMPANY, a Delaware corporation, of 2700 Monsanto Avenue, Sauget, Illinois (hereinafter called "Sauget"),

WITNESSETH:

WHEREAS, by an Indenture of Lease dated January 1, 1970, extended by letter agreement dated December 29, 1972, Sauget has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Sauget, Illinois (hereinafter called the "Leased Property"); and

WHEREAS, Sauget proposes to operate on the Leased Property a sanitary landfill (hereinafter called the "Landfill") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Sauget hereby agree as follows:

1. Operation of Landfill. Sauget shall operate the Landfill on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the

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chemical wastes from its chemical plants to the site of the Landfill, and for the unloading of such wastes at the Landfill. In disposing of material in said Landfill, Monsanto and all third parties employed by it for such purposes shall comply with all provisions of this Agreement. In the event of any breach of such provisions by any third party, Sauget shall notify Monsanto which shall not thereafter use or employ such third party. Sauget shall furnish and provide all labor and other personnel and all materials and equipment necessary for the proper operation of the Landfill. Monsanto shall notify Sauget of the Monsanto employee (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

2. Scavenging Forbidden. Under no circumstances shall any materials or containers which have been delivered to the Landfill by Monsanto for disposal be scavenged or retrieved for reuse or resale. Sauget covenants that it will use its best efforts to assure that this prohibition is reasonably implemented.

3. Price. In full payment for Sauget's entire performance of its work under this Agreement, Monsanto shall pay to Sauget each month the sum of Nine Thousand Six Hundred Sixty Dollars (\$9,660.00).

MCO 0616507

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4. Payment Procedure. Invoices for the monthly payment shall be submitted to the Engineer by Sauget on or about the first day of each month. The invoices shall be in such form and supported by such evidence as the Engineer may direct, including evidence satisfactory to the Engineer that all payrolls, materials bills and other indebtedness connected with the work under this Agreement to date have been paid. Within twenty days after receipt of such invoice in proper form, Monsanto shall pay to Sauget the amount due for the preceding calendar month.

5. Safety and Miscellaneous Provisions.

(a) Sauget shall strictly comply with all safety provisions set forth in the Specifications. Sauget shall take all other necessary steps and precautions for the safe operation and maintenance of the Landfill. Sauget shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Sauget shall be conducting operations at the Landfill. During the periods in which the gates and fences are unlocked for the conducting of landfill operations, Sauget personnel shall allow entry only to Monsanto personnel and properly authorized third parties.

MCO 0616508

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(b) In operating the Landfill, Sauget shall observe and comply with all applicable Federal, State and local laws and regulations.

(c) In operating the Landfill and performing its work under this Agreement, Sauget shall be an independent contractor and shall have complete control of all of its employees and operations. All personnel employed by Sauget shall be employees of Sauget and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel.

(d) Monsanto and Sauget agree that, in the event of changes in the wage rates of Sauget's personnel or the premature need for replacement of Sauget's equipment employed on the work under this Agreement, either party shall have the right to renegotiate the Price specified herein on the anniversary date of this Agreement by giving to the other party at least thirty days' prior written notice of its desire to renegotiate.

6. Indemnity Provisions. Sauget shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with (a) the

MCU 0616509

COMPANY CONFIDENTIAL

maintenance or operation of the Landfill unless caused by the sole negligence of Monsanto, or (b) other activities of Sauget pursuant to this Agreement.

7. Insurance by Sauget. Sauget shall take out and maintain during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Sauget's employees engaged in work in connection with the operation of the Landfill. To the extent that any such employees are not protected by such a statute, Sauget shall also provide Employer's Liability Insurance in an amount not less than \$500,000 for bodily injury by accident or disease, including death at any time resulting therefrom.

(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said Landfill, whether such operations be by Sauget or any person directly or indirectly employed by Sauget, and covering liabilities assumed by Sauget pursuant to paragraph 6 above.

MCO 0616510

**COMPANY CONFIDENTIAL**



The amount of such insurance shall be not less than: (i) \$200,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$1,000,000 on account of any one occurrence; and (ii) \$200,000 for damage to property on account of each accident.

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Sauget in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$200,000 for injury to, or for the death of, any one person, in an amount not less than \$500,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in a form satisfactory to Monsanto and Sauget shall furnish to Monsanto certificates of such insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. D. M. Francisco, Purchasing Supervisor, Monsanto Company, W. G. Krummrich Plant, Sauget, Illinois."

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MCO 0616511

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

8. Term and Termination. This Agreement shall commence on January 1, 1976, and shall expire on December 31, 1978, unless sooner terminated. This Agreement may be terminated at any time for any reason by either party giving at least thirty days' written notice to the other party of its intention to terminate. A termination of this Agreement shall not relieve Sauget of its obligations as set forth in paragraphs 6 and 7 above.

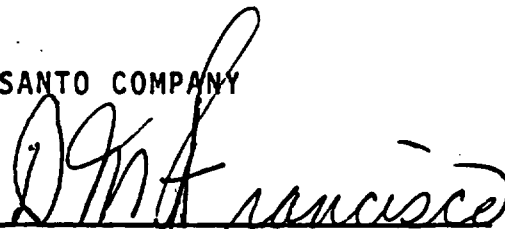
9. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Sauget with respect to the subject matter hereof. This Agreement shall supersede the Agreement dated January 1, 1973, between Monsanto and Sauget and Company. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

**COMPANY CONFIDENTIAL**

IN WITNESS WHEREOF, Sauget and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO COMPANY

By



D. M. Francisco  
Purchasing Supervisor

SAUGET AND COMPANY

By



Paul Sauget

COMPANY CONFIDENTIAL

Monsanto

FROM (NAME & LOCATION) M. R. Foresman - Krummrich

CONFIDENTIAL

DATE March 9, 1971

cc C. F. Buckley

000022

SUBJECT W. G. KRUMMRICH LIQUID AND SOLID  
WASTE DISPOSAL - STATUS REPORT

REFERENCE

TO : P. E. Heisler

*Confirms no outside sources since 5/18/79*

### BACKGROUND

At the present time the Krummrich plant uses three different methods for disposal of its liquid and solid wastes:

- (1) Solid waste and trash hauled to the Sauget Village sanitary landfill.
- (2) Liquid chemical waste hauled to the Monsanto sanitary landfill.
- (3) Liquid waste disposal through the Village of Sauget sewer system.

The continued use of the Monsanto landfill as a method of disposal for liquid chemical wastes has been in doubt since 1968 when the State found evidence of ground water contamination, and the recent State inspection of the Village landfill, with many deficiencies noted, could conceivably cause the Pollution Control Board to issue a cease and desist order against both landfills.

### DETAILS

#### A. W. G. Krummrich Waste Disposal 1970

MCO 0616524

During 1970 the following quantities of waste, excluding trash, were disposed of at the Village and chemical landfill.

Sauget Village Landfill (mostly filter aid) 10,073,470 #/year

Monsanto Chemical Landfill 540,153 #/year (drums)

25,349,310 #/year

TOTAL 35,962,933 #/year

COMPANY CONFIDENTIAL K 02033

DETAILS (continued)

B. Village of Sauget Sanitary Landfill

During December of last year, a sanitary inspector from the Environmental Protection Agency inspected the Sauget Sanitary Landfill and found seven (7) different violations of the Environmental Protection Act as follows:

1. The site is not adequately fenced with an entrance gate that can be locked and posted.
2. Opening and closing hours and days of operation are not clearly shown.
3. Dumping of refuse on the site is not confined to the smallest practical area.
4. Portable fencing is not used to prevent blowing litter from the unloading site.
5. The fill and surrounding area is not policed to collect all scattered material.
6. A compacted layer of at least six (6) inches of cover material is not applied to all exposed refuse at the end of each working day.
7. All salvaged materials are not removed from the landfill site daily or properly stored so that they will not create a nuisance, rat harborage or unsightly appearance.

To date, I have been advised that only items number 2 and 3 have been satisfactorily corrected. A portable fence as described in number 4 is being used, but only running approximately 150 feet along the northern edge of the unloading site. During a recent inspection of the landfill, the writer noticed litter being blown west from the unloading site toward the river.

C. Monsanto Chemical Waste Landfill

MCO 0616526

At the present time, Ranney well contamination is running about 5 PPM phenol and has averaged this for the last six months. All of the liquid chemical waste taken to the landfill is discharged into segregated lagoons in the south area of the landfill, and chemicals hauled in drums are unloaded and buried in the center of the landfill. Adequate

COMPANY CONFIDENTIAL K 02034

C. Monsanto Chemical Waste Landfill (continued)

cover material is being used for the drummed materials and the writer found only one item that needs correction - a fire hose used to wash out trailers does not have an easily accessible shutoff and, therefore, is left running at about 10 GPM which might cause percolation of the waste chemicals into the ground water.

D. Effects of Village and Monsanto Landfill Shutdown on W.G.K.

If the landfills were ordered to cease operation, the W. G. Krummrich plant would be put in the position of having approximately 100,000 #/day of chemical waste plus trash to dispose of by other methods. Proposed short and long range solutions to this are as follows:

1. Short Range Solution

- a. Trash and solid waste - This material could easily be hauled to another landfill. The Millstadt strip mining area would probably be the closest and a contract could probably be negotiated with a landfill operator in this area.
- b. Liquid chemical waste - The disposal of the liquid chemical wastes would have to cease, seriously effecting the operation of the Krummrich plant. At the present time, there is no other chemical landfill capable of handling our waste products and no easy short range solution for this problem. It is felt that both the Krummrich plant and Queeny plant would be forced to curtail production by 50% within three days of a landfill shutdown because of the complex interrelationship of production departments at both plants.

MCO 0616527

2. Long Range Solution

The long range solution of the waste problem should be handled by a combination of three different methods. These are as follows:

- a. Landfill - Monsanto Company should consider purchasing land in the Millstadt strip mining area for development of a sanitary landfill for disposal of its non-combustible chemical solids and trash. The landfill should be capable of handling

COMPANY CONFIDENTIAL **K** 02035

D. Effects of Village and Monsanto Landfill Shutdown on W.G.K.  
(continued)

2. Long Range Solution (continued)

- a. waste material from W.G.K., Queeny and the G.O. as is presently done at the Sauget landfill. The operation could be handled by an outside contractor on a yearly bid basis to avoid Monsanto personnel being required to operate the landfill. The State Environmental Protection Agency should be formally approached for permission to operate a new liquid chemical landfill in this strip mining area. From past informal discussions, it is hardly likely to be granted, but the expense of the other alternatives makes it worth the effort.
- b. Deep well disposal - This method is the most efficient and least costly method for the disposal of waste which could not easily be handled by incineration or conventional surface treatment. Monsanto Biodize Systems, Inc. has prepared both a feasibility study of subsurface liquid waste disposal and a final construction and testing procedure plans and specifications report for the W. G. Krummrich plant to use in obtaining approval from State of Illinois officials to begin drilling of the exploratory well.

Table I shows a breakdown of the liquid wastes that are presently being hauled to the sanitary landfill and which we would like to dispose of by use of a deep well. Also, because of the cost of neutralization before secondary treatment, some acid streams that are now being sewered would be more economically disposed of by deep well injection. These streams are listed in Table II.

- c. Incineration - For positive control of liquid and solid combustible waste, incineration facilities will be required. Since most of the Queeny waste will be amenable to incineration, it appears that it would be more desirable to use the same facilities and personnel for disposal of the present landfill waste. In the near future, the Aroclor incinerator will be in operation and current indications are that only approximately 25% of the Aroclor incinerator capacity will be needed for waste Aroclors, thus leaving 7.5 M #/year of unused capacity for the disposal of other liquid wastes. At the present time, we are in the process of developing a tentative

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COMPANY CONFIDENTIAL K 02036

D. Effects of Village and Monsanto Landfill Shutdown on W.G.K.  
(continued)

2. Long Range Solution (continued)

- c. list of wastes to incinerate from the approximately 25 M #/year of liquid chemicals hauled to the landfill.

If the Aroclor incinerator will be capable of handling approximately 5 M #/year of WGK's liquid waste, then the capacity of the proposed incineration facility would be approximately 15 M #/year. In any event, a detailed study is needed to determine the physical and chemical characteristics of the waste to define the exact handling, storage and incineration requirements.

E. Sauget Village Treatment Plant

At the present time, the W. G. Krummrich plant discharges approximately 10,000 GPM of waste water to the Sauget Village treatment plant. Monsanto Biodize is in the process of doing a two-year study for the construction of a secondary treatment plant, and preliminary data indicates that an extensive amount of in-plant work will be required prior to June 1974, for the reduction of nitrogen and its compounds. The process changes and/or control equipment for nitrogen removal will most likely produce liquid and solid waste which will further add to our disposal problems. In-plant reduction for other compounds will probably become evident as Monsanto Biodize begins to obtain data from its pilot plant treatability studies.

F. Future Work

The Pollution Control Group at W.G.K. has been involved with all of the mentioned liquid and solid waste disposal problems in a control and/or advisory capacity, and at the present time, future work toward their solution is as follows:

1. Continue work toward tentative approval from State officials for the drilling of the exploratory Deep Disposal Well.
2. Work with production and TSD personnel in the selection of waste materials to incinerate in the Aroclor incinerator.

COMPANY CONFIDENTIAL K 02037

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F. Future Work (continued)

3. Approach the State Environmental Protection Agency for permission to operate a liquid and solid chemical landfill in the Millstadt strip mining area.
4. Conduct an audit of the major departments effected by a landfill shutdown and their interrelationship with other non-landfill waste producing departments.
5. Conduct a survey as to the best means of disposal (landfill, deep well, incineration) for each waste material presently leaving the W. G. Krummrach plant. Comparable work should be done by the Queeny pollution group so that the total picture could be developed.

*Mike Foresman*

Mike Foresman  
Pollution Control Group

pd  
Attachments

MCO 0616530

COMPANY CONFIDENTIAL **K** 02038

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TABLE IDEEP WELL DISPOSAL - LANDFILLED CHEMICAL WASTES

<u>DEPT.</u>	<u>GPY</u>	<u>COMPOSITION</u>
236	360,000	3% chlorophenol 15% (Na <sub>2</sub> CO <sub>3</sub> , NaCl) 82% H <sub>2</sub> O
236	170,000	85% H <sub>2</sub> SO <sub>4</sub> 15% Cl - phenol -
237	344,000	12% Cl - phenol 20% NaCl 68% H <sub>2</sub> O
Rip Track	216,000	15% (phenol, aroclor, DCP) 85% H <sub>2</sub> O

MCO 0616531

COMPANY CONFIDENTIAL

K 02039

TABLE IIDEEP WELL DISPOSAL - SEWERED CHEMICAL WASTES

<u>DEPT.</u>	<u>GPY</u>	<u>COMPOSITION</u>
209	230,000	77% H <sub>2</sub> SO <sub>4</sub> 17.6% H <sub>2</sub> O 4.8% HNO <sub>3</sub> .6% NDDB
208	55,700,000	99.5% H <sub>2</sub> O .5% (H <sub>2</sub> SO <sub>4</sub> , HNO <sub>3</sub> , NCB)
251	5,840,000	94.4% H <sub>2</sub> O 5% H <sub>2</sub> SO <sub>4</sub> .6% Ammelide
273	19,000,000	95.3% H <sub>2</sub> O 3.1% HNO <sub>3</sub> 1.4% Nitro benzene derivatives .2% HCl & Cl <sub>2</sub>

MCO 0616532

COMPANY CONFIDENTIAL **K** 02040

W.G.K. Waste Disposal - 1970

**PROGRESS REPORT**

TECHNICAL SERVICES DEPT. - U. S. KRUMRICH PLANT		JOB NO. 91341:9002	REPORT NO. 3	DATE 1, 27,
U. S. KRUMRICH PLANT		GENERAL OFFICE		OTHERS
<input checked="" type="checkbox"/> G.L. Bratsch	<input checked="" type="checkbox"/> W.C. Engman	<input checked="" type="checkbox"/> M.P. Lux	<u>Anniston</u>	
<input checked="" type="checkbox"/> D.W. Jackson	<input checked="" type="checkbox"/> S.H. Jackson	<input checked="" type="checkbox"/> D. Danna (4)	<input checked="" type="checkbox"/> J.C. Landwe	
<input checked="" type="checkbox"/> F.E. Heisler	<input checked="" type="checkbox"/> D.C. Armstrong	<input checked="" type="checkbox"/> D.B. Hosmer/ F.J. Holzapfel	<u>Nitro</u>	
<input checked="" type="checkbox"/> B.W. Corlew	<input checked="" type="checkbox"/> H.B. Patrick	<input checked="" type="checkbox"/> R.E. Howard	<input checked="" type="checkbox"/> W.R. Kellogg	
<input checked="" type="checkbox"/> E.R. Billen	<input checked="" type="checkbox"/> G.C. Vincent	<input checked="" type="checkbox"/> P.B. Hodges	<u>S. 2nd St.</u>	
<input checked="" type="checkbox"/> J.C. Hume	<input checked="" type="checkbox"/> J. Jennings	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> P.O. DeGarn	
<input checked="" type="checkbox"/> A.E. Leisy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> T.M. Patrick	
<input checked="" type="checkbox"/> T.W. Dalton	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> J.F. Quinn	
<input checked="" type="checkbox"/> B.R. Williams	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> R.L. Wiese	
<input checked="" type="checkbox"/> C.N. Deubner	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> M.E. Batz-CE	

\* TO RECEIVE DETAIL SECTION

**TITLE:** W.G.K. Waste Disposal - 1970

000030

**PERSONNEL:** M. Foresman (C. F. Buckley)

**PROBLEM:** Determine the volume of all W.G.K. chemical waste disposed of at the sanitary landfill during 1970, and the cost for the disposal of this waste and trash during 1970.

**SUMMARY**

During 1970, the following quantities of chemical waste were disposed of at the Village and sanitary landfill. The total cost for the disposal of this waste and trash was \$135,670 (\$95,814 hauling and \$39,856 landfill operation).

	#/year
1) In drums	540,153
2) In dumpster boxes	10,073,470
3) In trailers and tanks	<u>24,349,310</u>
	34,962,933

*Mike Foresman*

MCO 0616533

M. Foresman

pd

**COMPANY CONFIDENTIAL K 02041**

**COMPANY CONFIDENTIAL INFORMATION**

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DETAILS

A. Table 1 details the composition and volume of chemical waste generated at W.G.K. and disposed of at the Village and sanitary landfill.

TABLE 1VOLUME OF CHEMICAL WASTE

DEPT.	MATERIAL	TRAILERS/TANKS	DUMPSTER BOXES	DRUMS
275	Spent maleic anhydride Filter aid	1,500,000	875,000	
239	Still residue (25-40% Santophen #1)	1,110,000		
222	ONA residue Contaminated PNCB			13,200 13,200
250	40% P, 60% H <sub>2</sub> O			25,000
245	P <sub>2</sub> S <sub>5</sub>			5,000
248	Mg-Phosphorus complex, high boilers	900,000		
233	FeCl <sub>3</sub> , S, Cl-Benzene		120,000	
208 209 220 221	Meta fraction-35% meta Nitrochlorobenzene, 45% Para, 20% ortho	2,000,000		
254	Recovered phenol			20,000
255	NDPA residue	2,400,000		
213-217	Residue	3,000	MCD 0616534	
266	Filter aid, Santolubes, Process oil, zinc oxide P <sub>2</sub> S <sub>5</sub> , H <sub>2</sub> O		926,470	9,900
270	Filter aid Ca solids #5 oil, S-290C, S-291 Methanol, oil P <sub>2</sub> S <sub>5</sub> , H <sub>2</sub> O	709,850	1,900,000 950,000 1,900,000	1,200

COMPANY CONFIDENTIAL K 02042

TABLE 1 - VOLUME OF CHEMICAL WASTE (continued)

DEPT.	MATERIAL	TRAILERS/TANKS	DEMPSTER BOXES	DRUMS
255	H <sub>2</sub> O, ØOH, PSA Filter aid BaO, BaCO <sub>3</sub> , CaCO <sub>3</sub> #5 oil, BABS, ABSA	756,092	1,000,000 500,000 1,000,000	
236	Spent acid	1,350,000		
237	Spent caustic 50% DCP-50° Penta 12° Cl-phenol	3,150,000 2,250,000		40,000
251	ACI			5,000
283	Contaminated #5 oil			21,600
232	10-30% Gypsum		792,000 dry wt.	
Rip Track	H <sub>2</sub> O, ØOH, Aroclor	930,750		
273	ODCB, TCB, ONCB	262,700		
246	Montar			180,000
247	Para-phenetidine residue	141,030		206,250
224	M-DCB, TCB		110,000	
223	18% Santosite 50% H <sub>2</sub> O, 50% ØOH Residue Fusion mass & washings	1,333,328 5,720,000 832,560		
		24,349,310	10,073,470	540,150

B. The cost for hauling and disposal of the chemical waste and trash from W.G.K. during 1970 is given in Table 2.

TABLE 2 **COMPANY CONFIDENTIAL**

	<u>\$/Year</u>
Hauling -	
Trailers	47,014
Dempster tanks, boxes and drums	48,800
Landfill -	
Liquid and drums	29,856
Dempster boxes and trash	10,000
	<b>\$135,670</b>

MCO 0616535

**K** 02043

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# Monsanto

MONSANTO INDUSTRIAL CHEMICALS CO.  
Sauget, Illinois 62201  
Phone: (618) 271-5835

March 21, 1984

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~~02-03-0563~~ I

~~02-03-0563~~

Nonspecific

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Mr. Paul Sauget  
2700 Falling Springs Road  
Sauget, Illinois 62201

Dear Paul,

Confirming our discussion, Monsanto will terminate landfill contract 02-03-0563 with you effective April 30, 1984. Commencing May 1, 1984, you will begin hauling ashes from Queeny and Krummrich for the sum of \$6500.00 per month. This will be a two-year contract with M.T.S., Inc. I will send you the formal contract for execution in April. It will basically be an extract of the applicable portions of the landfill contract.

Sincerely,

*Warren L. Smull*

Warren L. Smull  
General Superintendent  
Environmental Affairs

dah

**COMPANY CONFIDENTIAL**

MCD 0616536

*Terminated as of 12/31/63.*

THIS INSTRUMENT, made and entered into as of November 1, 1959, by and between MONSANTO CHEMICAL COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor", and INDUSTRIAL SAWYER AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, Monsanto, Illinois, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Monsanto, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said land, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement", to which Agreement reference is hereby made, and, further, for agricultural purposes; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee, and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises", situated in the Village of Monsanto, County of St. Clair, and State of Illinois, to-wit: MCO 0616548

A tract of land in the Village of Monsanto, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of Riverview Avenue, 70 feet wide, as established by Ordinance No. 122 of



the Village of Montanto, Illinois, bounded on the east by the western line of Union Electric Mission line, known as the Union Electric Power Company, recorded in Book 120, Page 20 of the St. Clair County, Illinois Recorder's Office; bounded on the south by the southern line of Montanto Chemical Company property, said line being parallel with the northern line of the said Company, approximately 2,000 feet southerly from the said southern line of Montanto Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 415 feet to 423 feet above mean sea level between the southern line of the aforesaid easement tract and the southern line of Montanto Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on the Montanto Chemical Company's drawing to D-017-610, dated 3-31-59 1959, marked Exhibit A, attached hereto and made a part hereof.

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additional or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

MCO 0616550

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues on said Premises. To the extent that there shall be no hindrance or interference, directly or indirectly, with the use of said Premises for the proper operation thereon of the disposal area in accordance with the terms of the aforesaid Waste Disposal Agreement, Lessee may use said Premises for agricultural purposes; it being expressly understood that the use of said Premises for agricultural purposes shall at all times be subject and subordinate to the use thereof as a disposal area. Lessee agrees, at Lessee's own cost and expense, to maintain said Premises in a condition satisfactory to Lessor and to provide all labor, materials, equipment, supplies and instrumentalities required in the planting, cultivating, caring for and harvesting of any crops on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof. All proceeds from the use of said Premises for agricultural purposes shall belong to Lessee.

6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages,

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WCO 0616551

costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or (e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this Paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the negligence of the Lessor in the operation or maintenance of the Premises.

MCO 0616552

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7. Lessee assumes full responsibility for, and hereby releases and discharges Lessor from any liability for, any loss or destruction of or damage to any crops or agricultural products grown or produced on said Premises unless caused by the negligence of the Lessor in the operation or maintenance of the Premises.

8. The initial term of this Lease shall commence with the date first hereinabove written, and, unless sooner terminated as hereinafter provided, end with December 31, 1960; provided that said term shall be automatically renewed from year to year thereafter, on a calendar year basis, unless Lessee shall terminate this Lease as of December 31 of any year by giving at least thirty (30) days' prior written notice to Lessor, or unless Lessor shall terminate this Lease, as Lessor may do at any time whether before or after said initial term, by giving Lessee written notice of such termination at least ten (10) days prior to such designated termination date. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or

notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee. 000046

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property, and, as soon as practicable, but in no event beyond the end of the growing season, Lessee's growing crops, from said Premises. In the event Lessee fails to peaceably deliver up and surrender said Premises to Lessor, as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party, hereto

MCO 0616553

may waive any default at any time or the same without affecting or impairing any right existing from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the day and year first hereinabove written.

000047

MONSIEUR GEMINIS COMPANY

ATTEST:

BY

MONSIEUR SECRETARY

BY

VICE PRESIDENT

INDREMI SALVAGE AND DISPOSAL, INC.

ATTEST:

BY

SECRETARY

BY

PRESIDENT

STATE OF MISSOURI

COUNTY OF ST. LOUIS

SS.

MC0 0616554

I, James A. Sullivan, a notary public, do hereby certify that James A. Sullivan, personally known to me to be the Vice President of MONSIEUR GEMINIS COMPANY, a Delaware corporation, and C. A. Sullivan, Jr., personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 22nd day of June, 1950.

Commission expires June 1951

James A. Sullivan  
Notary Public

\_\_\_\_\_ a money order, to  
 known to me to be the \_\_\_\_\_ personally  
 Disposal, Inc., a Delaware corporation, and \_\_\_\_\_ salvage and  
 personally known to me to be the \_\_\_\_\_  
 corporation, and personally known to me to be the \_\_\_\_\_  
 those names are substituted to the foregoing instrument, appeared  
 before me this \_\_\_\_\_ day of \_\_\_\_\_ and appearing personally and as  
 such \_\_\_\_\_  
 I intended the said instrument as \_\_\_\_\_ and  
 necessary of said corporation, and under the corporate seal of  
 said corporation to be signed and thereon appearing to authority,  
 ven by the Board of Directors of said corporation, as their  
 act and voluntary act, and as the true and voluntary act and  
 deed of said corporation, for the uses and purposes therein set  
 forth.

Given under my hand and official seal, this \_\_\_\_\_ day  
 of \_\_\_\_\_, 1960.

Commission expires \_\_\_\_\_

MCO 0616555

*Superseded  
and Terminated  
Agreement dated 1/1/67*

This Agreement made and entered into as of the first day of November, 1959, by and between MONSANTO CHEMICAL COMPANY, a Delaware corporation, of St. Louis, Missouri, (hereinafter called "Monsanto") and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, Monsanto, Illinois, (hereinafter called "Industrial");

WITNESSETH:

WHEREAS, by an Indenture of Lease of even date herewith Industrial has leased from Monsanto a tract of land of approximately twenty-two acres located near the east bank of the Mississippi River in the Village of Monsanto, Illinois, (hereinafter called the "Leased Property"); and

WHEREAS, Industrial proposes to operate on the Leased Property a sanitary landfill dump (hereinafter called the "Dump") to provide for the disposal of certain chemical waste materials of Monsanto;

NOW, THEREFORE, in consideration of the mutual covenants herein contained and for good and valuable other consideration, Monsanto and Industrial hereby agree as follows:

1. Operation of Dump. Industrial shall operate the Dump on the Leased Property in accordance with the procedures, terms and provisions set forth in the Specifications attached hereto and made a part hereof. Monsanto, at its own expense, shall arrange for the trucking of the chemical wastes from its chemical plants to the site of the Dump, and for the unloading of such wastes at the Dump. Industrial shall furnish and provide all labor and other personnel and all materials and equipment

necessary for the proper operation of the Dump. Monsanto shall notify Industrial of the Monsanto employee (hereinafter called the "Engineer") who is authorized to represent Monsanto under this Agreement.

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2. Removal of Drums. In connection with its operation of the Dump, Industrial has requested permission from Monsanto to remove and salvage, at Industrial's risk and expense, certain empty metal drums used to transport chemical waste materials to the Dump. Monsanto hereby grants such permission to Industrial on the following terms and conditions:

(a) Industrial may remove from the Dump, at its own risk and expense, such number as it determines of empty metal drums that Monsanto's Engineer designates to be surplus drums, but solely for the purpose of selling the same to reputable steel scrap companies as scrap metal or to reputable salvage companies for cleaning and reclaiming. Industrial shall not sell or otherwise dispose of any of said drums to any other person, firm or corporation, and shall not remove any of said drums from the Dump for any other purpose.

(b) Any drums that are removed from the Dump by Industrial shall be removed by the end of the working day during which they are received at the Dump. Any drums not removed by Industrial pursuant to paragraph 2(a) above shall be crushed and buried by Industrial in the Dump.

(c) Industrial has been informed that the drums have been used for the storage of chemical wastes and of the possible hazards connected therewith. Industrial hereby acknowledges that it assumes responsibility

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for the further handling and use of the drums removed from the Dump. Industrial shall take all necessary precautions to insure that the removal and disposition of such drums, and the subsequent handling and disposition of such drums by any such steel scrap or salvage company, will not endanger the safety of, or constitute a hazard to any persons or property. Industrial further agrees to notify in writing each steel scrap or salvage company to which it may sell any of said drums of such prior use of said drums, and will attempt to obtain a similar agreement from said company that it will take necessary safety precautions and that it will warn subsequent handlers and users of the drums.

(d) Monsanto shall have the right at any time to cancel, or suspend for a specified period of time, such permission by giving at least two days' prior written notice to Industrial.

3. Reimbursable Costs. Subject to the limitations in paragraph 4 below, Monsanto shall reimburse Industrial for the following costs and expenses incurred by it in operating the Dump:

(a) Wages of field personnel employed by Industrial in operating the Dump at rates not higher than the standard then being paid in the locality, including Social Security and Old Age Benefit Taxes and, if applicable, union welfare fund assessments prescribed by the local union having jurisdiction.

(b) Materials, supplies and hand tools consumed by Industrial in the operation of the Dump.

(c) A fixed payment of \$445.25 per month during the term of this Agreement to amortize Industrial's costs in purchasing the Tractor and Dump Truck required by the Specifications.

(d) The costs of operating and maintaining the Tractor and Dump Truck used by Industrial in operating the Dump.. 000068

(e) Premiums on the insurance policies required to be carried by Industrial pursuant to paragraph 9 below to the extent that such premiums are applicable to the insurance coverage required by this Agreement.

(f) Other costs and expenses incurred by Industrial with the prior written approval of Monsanto's Engineer.

4. Non-Reimbursable Costs. Industrial shall not be entitled to be reimbursed by Monsanto for any of the following costs and expenses:

(a) Salaries of any officer of Industrial or of any person employed by Industrial at any location other than at the site of the Dump.

(b) Overhead or general expenses of any kind except to the extent expressly included in paragraph 3 above.

(c) Cost of equipment purchased (other than as provided in paragraph 3(c) above) if the useful life of such equipment normally would exceed the period of use under this Agreement.

5. Fee for Services. To compensate Industrial for its overhead and profit on its work under this Agreement, Monsanto shall pay to Industrial each month a fee equal to 15% of the total of Industrial's reimbursable costs for the preceding calendar month as determined under paragraph 3 above, exclusive of the monthly fixed payment under paragraph 3(c).

6. Payment Procedures. Industrial shall submit to Monsanto's Engineer, on or about the third Friday of each month, a detailed statement showing: (a) all costs and expenses paid by Industrial during the preceding calendar month for which Industrial is entitled to be reimbursed under paragraph 3 above; and (b) the fixed payment payable to Industrial under paragraph 3(c) above for the preceding calendar month. In connection with such statement, Industrial shall furnish such supporting invoices, payroll records and other data as Monsanto may request from time to time. Within fifteen days after the submission of such statement, Monsanto shall pay to Industrial the amount which Industrial is entitled to receive under paragraph 3 above for the preceding calendar month, together with Industrial's fee for the preceding calendar month determined under paragraph 5 above. If Monsanto's Engineer disallows any costs or expenses shown in Industrial's statement, he shall advise Industrial of such disallowance promptly and the reasons therefor.

7. Safety and Miscellaneous Provisions.

(a) Industrial shall strictly comply with all safety provisions set forth in the Specifications. Industrial shall take all other necessary steps and precautions for the safe operation and maintenance of the Dump. Industrial shall cause all gates in the fences erected on the Leased Property to be closed and securely locked at all times except during such periods as Industrial shall be conducting operations at the Dump.

(b) In operating the Dump, Industrial shall observe and comply with all applicable Federal, State and local laws and regulations.

(c) In operating the Dump and performing its work under this Agreement, Industrial shall be an

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MCO 0616578

independent contractor and shall have complete control of all of its employees and operations. All personnel employed by Industrial shall be employees of Industrial and not of Monsanto, and Monsanto shall have no right to direct or supervise such personnel. 000070

8. Indemnity Provisions. Industrial shall defend, indemnify and hold harmless Monsanto from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of injuries to or the death of any person or damage to or destruction of any property, caused by or resulting from or connected with the maintenance or operation of the Dump, or the removal or disposition by Industrial of drums from the Dump or other activities of Industrial pursuant to this Agreement, unless such injury, death, damage or destruction is caused by or results from the negligence of Monsanto.

9. Insurance by Industrial. Industrial shall take out and maintain, during the term of this Agreement and for such period thereafter as Monsanto shall specify upon termination, the following insurance:

(a) Workmen's Compensation and Occupational Disease Insurance in an amount equal to the limit of liability and in the form prescribed by the laws of Illinois for all of Industrial's employees engaged in work in connection with the operation of the Dump and the removal and disposition of drums. To the extent that any such employees are not protected by such a statute, Industrial shall also provide Employer's Liability Insurance in an amount not less than \$100,000 for injury to, or for the death of, any one employee.

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and subject to the same limitation for each employee, in an amount not less than \$300,000 on account of any one accident.

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(b) Public Liability Insurance covering claims for injuries to or death of persons or damage to or destruction of property arising from the maintenance or operation of said dump or the removal and disposition by Industrial of said drums, whether such operations be by Industrial or any person directly or indirectly employed by Industrial, and covering liabilities assumed by Industrial pursuant to paragraph 8 above. The amount of such insurance shall be not less than: (i) \$150,000 for injury to, or for the death of, any one person; and, subject to the same limitation for each person, in an amount not less than \$500,000 on account of any one accident; and (ii) \$100,000 for damage to property on account of each accident, or \$250,000 in the aggregate in respect of damage to property.

(c) Automobile Public Liability and Property Damage Insurance covering all owned or rented automotive equipment used by Industrial in the performance of this Agreement. Such liability insurance shall be in an amount not less than \$100,000 for injury to, or for the death of, any one person, in an amount not less than \$300,000 on account of any one accident. Property damage limits with respect to such insurance shall be not less than \$50,000 for each accident.

Such insurance shall be in form satisfactory to Monsanto and Industrial shall furnish to Monsanto certificates of such

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insurance satisfactory to Monsanto. Each contract of insurance shall contain the following clause:

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"No reduction, cancellation or expiration of the policies providing the above coverages shall become effective until ten days from the date written notice is actually given to Mr. W. L. Zumwalt, Purchasing Agent, Monsanto Chemical Company, Wm. G. Krummrich Plant, Monsanto, Illinois."

All policies of insurance shall be countersigned by a duly authorized and accredited agent, or agents, of the carrier residing in the State of Illinois. All insurance shall be carried with insurance companies authorized to do business in Illinois and in such companies which, in the case of mutual companies, have a surplus to policyholders in excess of one million dollars (\$1,000,000) and in the case of stock companies, which have total capital and surplus in excess of one million dollars (\$1,000,000).

10. Term and Termination. The initial term of this Agreement shall commence as of the date of this Agreement and shall expire on December 31, 1960; provided that said term shall be automatically renewed from year to year thereafter, on a calendar year basis, unless Industrial shall terminate this Agreement as of December 31 of any year by giving at least thirty days' prior written notice to Monsanto or unless Monsanto shall terminate this Agreement as hereinafter provided. Monsanto shall have the right to terminate this Agreement and Industrial's operations hereunder at any time by giving Industrial written notice of such termination at least ten days prior to such designated termination date. In the event of the termination of this Agreement, Industrial shall be reimbursed for its reimbursable costs and fee, as provided in paragraphs 3 and 5 above, which shall have accrued or shall have been incurred prior to the date of such termination. Further, if Monsanto terminates this Agreement,

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Industrial shall be reimbursed by Monsanto for the remaining balance of the original cost of the Tractor and Dump Truck which has not been amortized by the fixed payments theretofore made pursuant to paragraph 3(c), and Industrial shall then transfer and assign to Monsanto all of Industrial's right, title and interest in and to said Tractor and Dump Truck. A termination of this Agreement shall not relieve Industrial of its obligations as set forth in paragraphs 3 and 9 above.

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11. Prior Negotiations. This Agreement and the Indenture of Lease of even date herewith sets forth the entire agreement of Monsanto and Industrial with respect to the subject matter hereof. This Agreement shall supersede the letters of Monsanto dated July 27 and September 16, 1959, addressed to Leo Sauget & Son. All prior negotiations regarding the subject matter hereof shall be deemed to be merged herein.

IN WITNESS WHEREOF, Industrial and Monsanto have each caused this Agreement to be executed by its duly authorized representative as of the day and year first above written.

MONSANTO CHEMICAL COMPANY

By

*Vin. G. ...*

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

By

*Leo Sauget*

MCO 0616582

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SPECIFICATIONS  
OPERATION OF  
SANITARY LANDFILL DUMP

W. G. KRUMRICH PLANT  
MONSANTO CHEMICAL COMPANY  
MONSANTO, ILLINOIS

Prepared By  
Functional Maintenance Department

MCO 0616583

SECTION AOperation of Sanitary Landfill DumpA. Scope

1. The work to be performed is the operation of a Sanitary Landfill Dump on the River Terminal property owned by Monsanto and leased to Industrial by an Indenture of Lease dated as of November 1, 1959.

B. Location

1. The dump is to be located South of Riverview Avenue and East of Monsanto's river front tank farm. This location is as shown on Drawing D-017-G10..

C. Equipment

1. Industrial shall furnish all equipment necessary for the operation of the Sanitary Landfill Dump. This includes the operation and maintenance of such equipment.
2. Major Equipment Items include:
  - a. Tractor - International TD-15, Diesel Crawler Tractor with Drott four in one Skid Shovel.
  - b. Dump Truck - To have capacity to haul from 8 to 10 cubic yards of fly ash material.
  - c. The additional major equipment items are to be approved by Monsanto's Engineer before their purchase or use.

D. General Operating Instructions

1. The materials to be encountered in the operation of the dump will fall within two groups, i.e., solids and liquids. To facilitate unloading operations within the dump site, the groups shall be separated according to group and unloaded in areas designated by the Engineer.

Liquid materials shall be discharged onto levelled receiving areas approximately 30 feet wide by 120 feet long. These areas shall be enclosed on all four sides by a retaining wall of cover material. The liquid shall then be blended and compacted with sufficient cover material to produce a stable fill. The area shall then be levelled and the retaining walls adjusted to receive the next load of liquid waste.

Solids, i.e., drummed solids and granular materials, shall be deposited in the designated area, covered and compacted. Drums are to be punctured before compacting into the fill.

It shall be understood that occasional tests or trials may become necessary as new types of wastes and new methods of operations are introduced. If such tests indicate a revision in operational procedure the revision will be adopted as directed by the Engineer.

2. Cover Material: Cover and filling material will be secured from the Krummrich Plant Power Department or the fly-ash ponds south of Monsanto's present tank farm area. Material will be trucked to the dump and stored as directed by the Engineer.
3. Appearance and Scavenging: It shall be necessary to keep the dumps smooth and neat in appearance at all times. No scavenging shall be permitted except with the permission of Monsanto's Engineer.
4. Fire Protection: Hose lines shall be provided at the dump at all times. It shall be necessary to wet down the dump to control fires and dust. The hose lines shall be connected to the fire hydrants in the River Terminal Area.
5. Use of Dump: This dump shall be operated by Industrial for the sole use of Monsanto.

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## MONSANTO CHEMICAL COMPANY

SUPPLEMENTARY CONDITIONSA. General Provisions1. Definitions

The word "Engineer" as used throughout the Specifications means the individual employed by Monsanto and authorized by Monsanto to represent it on this work.

2. Responsibility

In all operations under the Agreement, Industrial shall respect, adhere to and comply with all local and general ordinances and laws controlling or limiting in any way actions of those engaged upon the work.

Industrial shall secure and pay for all permits and licenses required by the laws in effect at the time of the execution of the work. Industrial, however, shall notify the Engineer of his intent to secure such permit or license prior to making application to enable Monsanto to determine if such permit or license is actually required under the law.

Any person employed on the work who shall neglect to obey the regulations imposed by Monsanto or who shall be deemed to be incompetent, or shall be guilty of any disorderly conduct or shall commit any trespass on any public or private property in the vicinity of the work, shall be at once removed from the work by Industrial, when so requested by the Engineer.

Industrial shall at all times enforce strict discipline and good order among its employees, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

3. Interference with Plant Operation

Industrial shall confine its activities to the areas set aside for it to do its work and shall not interfere with any of Monsanto's activities. Unless specifically authorized by the Engineer, Industrial's employees are prohibited from entering any plant area except those areas to which they are assigned. Prohibited areas for Industrial's employees include operating departments, washrooms, maintenance shops, offices and cafeterias.

4. Cameras

Both taking of pictures and the possession of a camera in the Plant are prohibited.

5. Monsanto Equipment

Monsanto equipment will not be loaned to Industrial's employees.

B. Special Provisions1. Job Site Location

Monsanto Chemical Company, William G. Krummrich Plant, Monsanto, Illinois.

2. Storage of Material

The receipt and storage of Industrial's materials (not furnished by Monsanto) will be the responsibility of Industrial. Outdoor storage space will be available to Industrial but it will not be permitted to store material except within the areas indicated on the plans or as directed by the Engineer.

3. Telephone

Telephone service, if desired, must be arranged and paid for by Industrial.

4. Toilet Facilities

Job toilet facilities may be provided by Industrial. These facilities shall be constructed and used in a manner that will not violate any sanitary regulations or cause any inconvenience or nuisance to Monsanto or its employees. The type of toilet facilities provided by Industrial will be subject to the approval of the Engineer. No facilities are available on the River Front Property.

5. Water

Industrial will furnish suitable drinking water for its personnel. Drinking water is not available at River Front.

C. Safety Provisions

All work or operations must conform with established Monsanto practices in order to insure the maximum in safety and fire

precautions. Information concerning such practices in each area will be secured from the Engineer.

All safety and security regulations of Monsanto's Wm. G. Krummrich Plant shall be observed without deviation by all of Industrial's employees. Some of these regulations are listed below.

1. Smoking

Smoking is prohibited in the Plant except in designated posted smoking areas at which locations electric lighters are provided. Having possession of matches or lighters is prohibited. At the discretion of Industrial smoking time may be allowed the workmen but they shall extinguish butts in sand buckets or containers provided before leaving the smoking area.

2. Aisles and Exits

Aisles, safety showers, fire equipment, alleys, streets and exits must be kept free of obstructions.

3. Excavations; Overhead Work

Industrial shall provide all guards, barricades, lights, etc., necessary for the safety of Plant operations and personnel.

All excavations shall be barricaded each time Industrial's workmen quit for the day. Openings, ditches, etc., must be roped off and danger signs placed. Adequate danger lighting must be provided at night.

4. Traffic Rules

- a. The speed limit is 15 M.P.H.
- b. Vehicles shall stop at all stop signs.
- c. Vehicle and equipment operators shall observe all railroad crossings and switch signs and follow the instructions on them.

5. First Aid

First-aid and emergency treatment for all injuries incurred by Industrial's employees should be received at Monsanto's Dispensary. Industrial shall promptly notify the Engineer of any injury to Industrial's employees and shall assist the Engineer in filling out the Accident Report Form for the Safety Department of Monsanto.

## 6. Fire Protection

Industrial shall, in all of its operations, conform to all fire regulations in effect for the Wm. G. Krummrich Plant. He shall do no burning, welding, grinding or any other flame or spark-producing operation, operate equipment of any kind or proceed with any work requiring the use of the inflammable substances (such as gasoline, kerosene, paint thinners, or any liquids with closed-cup flashpoint below 110° F.) without first securing a Monsanto fire permit and complying with the conditions and instructions specified thereon. The permits required will be supplied by the Engineer.

Should a hazardous condition develop in the area, Industrial shall, at the request of any Monsanto employee, stop all cutting, welding or other spark-producing activities.

## 7. Fire

Industrial shall familiarize all personnel working directly or indirectly under him with the following rules to be followed in case of fire:

- a. To report a fire -- go to any plant telephone, dial station 200 and give the designation of the building or area in which the fire is located.
- b. If the fire alarm (siren) sounds while personnel are driving in the Plant, they shall pull over to the side of the road and stop.
- c. Visiting at the scene of a fire or accident by personnel other than members of fire or emergency crews is prohibited.
- d. In case of a fire on the job site for which the Fire Department is called, all personnel other than Industrial's supervisors shall immediately leave the area. The supervisors shall keep themselves available to assist the Fire Department.

## 8. Industrial Hazards

Industrial shall acquaint itself with the industrial hazards, if any, to be encountered in each particular area. Information pertaining to such hazards shall be obtained through the Engineer.

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9. Pipes

Process piping shall never be used either to support an individual worker or to support staging. If it becomes necessary for a ladder to be leaned against a pipe to accomplish some work, permission of the Engineer shall first be secured.

10. Wiring

No wiring should be cut without consulting the Engineer. Any wire accidentally broken should be reported immediately to the Engineer or Monsanto's Electrical Foreman.

11. Clean-Up of Job

Industrial must keep the area of its work clean and promptly remove any excess materials or equipment.

12. Use of Intoxicants

Persons judged to be under the influence of intoxicating beverages will not be admitted into the Plant. The carrying of intoxicating beverages into the Plant is prohibited. Violation of this regulation will result in immediate and permanent removal of the employee from the Plant property.

13. Railroad Clearances

When it is necessary to work adjacent to a switch track, care must be taken that equipment and material do not encroach on the clearance area required by law. This is 8'6" on both sides of the track. Overhead clearance is 22'6" above top of the rail. All equipment and materials must be removed from these clearances at the end of each work day unless arrangements have been made to the contrary.

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SECTION CDrawing List

The following drawing has been prepared by the Organic Chemicals Division of the Monsanto Chemical Company:

<u>DWG.</u>	<u>REV.</u>	<u>DATE</u>	<u>TITLE</u>
D-017-G10	0	4/1/59	Proposed River Terminal Sanitary Landfill

MCO 0616592

LEASE

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THIS INDENTURE, made and entered into as of January 1, 1964, by and between MONSANTO COMPANY, a Delaware corporation, of St. Louis, Missouri, hereinafter referred to as "Lessor", and INDUSTRIAL SALVAGE AND DISPOSAL, INC., a Delaware corporation, of 2902 Monsanto Avenue, East St. Louis, Illinois, hereinafter referred to as "Lessee", WITNESSETH:

WHEREAS, Lessor owns certain lands situated on and near the east bank of the Mississippi River in the Village of Monsanto, St. Clair County, State of Illinois, and

WHEREAS, Lessee desires to lease a portion of said lands, as hereinafter described, for use by Lessee as site for Lessee's waste disposal operations which are to be performed pursuant to the terms and provisions of that certain written Agreement, of even date herewith, between Lessor and Lessee, hereinafter called "Waste Disposal Agreement," to which Agreement reference is hereby made, and, further, for agricultural purposes; and

WHEREAS, Lessor is willing to lease said lands for said purposes under the terms and conditions hereinafter set forth.

NOW, THEREFORE, the parties hereto agree as follows:

1. Lessor, in consideration of the covenants and agreements hereinafter expressed to be kept, observed and performed by Lessee, and subject to the terms, provisions and conditions hereof, does hereby let, and the Lessee does hereby lease, the following described parcel of land, hereinafter called "Premises," situated in the Village of Monsanto, County of St. Clair, and State of Illinois, to-wit:

A tract of land in the Village of Monsanto, County of St. Clair, State of Illinois, said tract being bounded on the north by the southern line of River-view Avenue, 70 feet wide, as established by Ordinance No. 122 of the Village of Monsanto, Illinois; bounded on the east by the western line of 230KV transmission line easement for Union Electric Power Company, recorded in Book 1284.

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page 28 of the St. Clair County, Illinois recorder's office; bounded on the south by the south line of Monsanto ~~Chemical~~ Company property, said line being parallel with and measured at right angles thereto, approximately 2000 feet southerly from the said southern line of Riverview Avenue; bounded on the west by the eastern line of an existing unimproved road running generally parallel to the aforesaid transmission line easement at an elevation varying from 418 feet to 423 feet above mean sea level between said southern line of the herein described tract and the southern line of Riverview Avenue, said tract containing approximately twenty-two (22) acres and being located approximately where shown outlined in red on Monsanto Chemical Company's drawing No. D-017-G10, dated March 31, 1959, marked Exhibit A, attached hereto and made a part hereof. *12/388  
P.S.*

2. This lease is made subject to any and all rights or interests of third parties in or to any of said Premises. Lessor shall have the right to enter upon said Premises at all reasonable hours for the purpose of examining and inspecting the same. Lessor further reserves the right (a) to keep, maintain, operate, and renew Lessor's existing sampling wells on said Premises and to install, construct and thereafter keep, maintain, operate and renew such additional sampling wells as Lessor may desire, and (b) to keep, maintain, renew, relocate and remove Lessor's existing metal fence located on or about said Premises, and to install, construct and thereafter keep, maintain, renew, relocate and remove such additions or extensions to, or changes in, said fence as Lessor may consider necessary or convenient. Lessee agrees to cause all gates comprised in any fence, now existing or which may hereafter be erected or maintained on or about said Premises, to be closed and securely locked at all times except during such periods as Lessee shall actively be conducting operations on said Premises in accordance with said Waste Disposal Agreement.

3. Lessee agrees to maintain and use said Premises solely for the purpose of operating thereon a waste disposal area in accordance with the terms and provisions of the aforesaid Waste Disposal Agreement. Lessee expressly agrees to refrain from, as well as prevent, the disposal of any other materials, wastes or residues

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on said Premises. To the extent that there shall be no hindrance or interference, directly or indirectly, with the use of said Premises for the proper operation thereon of the disposal area in accordance with the terms of the aforesaid Waste Disposal Agreement, Lessee may use said Premises for agricultural purposes; it being expressly understood that the use of said Premises for agricultural purposes shall at all times be subject and subordinate to the use thereof as a disposal area. Lessee agrees, at Lessee's own cost and expense, to maintain said Premises in a condition satisfactory to Lessor and to provide all labor, materials, equipment, supplies and instrumentalities required in the planting, cultivating, caring for and harvesting of any crops on said Premises.

4. Lessee agrees not to use said Premises for any unlawful purpose, to comply with and observe the provisions of any law, ordinance or governmental regulation applicable to Lessee's use of said Premises, and to prevent unauthorized persons from entering on said Premises. No buildings, structures or improvements shall be installed, constructed, erected or placed on said Premises without the prior written consent of Lessor.

5. Lessee shall not be charged any rent for its use of the said Premises in accordance with the provisions hereof. All proceeds from the use of said Premises for agricultural purposes shall belong to Lessee.

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6. Lessee shall defend, indemnify and hold harmless Lessor from and against any and all liability, claims, causes of action, suits, judgments, fines, penalties, losses, damages, costs and expenses of whatever kind or character arising out of, resulting from or connected with (a) Lessee's use or occupancy of or operations on said Premises for any purpose, (b) the exercise by Lessee of any of the rights or privileges granted hereby, (c) the maintenance, operation, use or existence of said Premises as a disposal area, (d) any act, omission or neglect of Lessee, its agents, representatives or employees, or

(e) any breach by Lessee of the terms or provisions of this Lease; provided, however, the foregoing provisions of this paragraph 6 shall not apply to any injuries to person or property caused by or resulting from the negligence of the Lessor in the operation or maintenance of the Premises.

7. Lessee assumes full responsibility for, and hereby releases and discharges Lessor from any liability for, any loss or destruction of or damage to any crops or agricultural products grown or produced on said Premises unless caused by the negligence of the Lessor in the operation or maintenance of the Premises.

8. This Lease shall commence with the date first hereinabove written, and end with December 31, 1968 unless sooner terminated, as it may be at any time, by either party giving at least ninety (90) days' written notice to the other party of intention to terminate. Notwithstanding any of the foregoing, it is expressly agreed that in the event said Waste Disposal Agreement shall be cancelled, terminated or otherwise expire, this Lease shall terminate ipso facto with the cancellation, termination or other expiration of said Waste Disposal Agreement. In addition, Lessor may, without further demand or notice, terminate this Lease in the event Lessee defaults in the performance of or breaches any of its covenants, obligations or agreements under this Lease, and such default or breach shall continue for more than ten (10) days after written notice thereof shall have been given by the Lessor to Lessee.

Upon termination howsoever of this Lease, Lessee shall peacefully deliver up and surrender possession of said Premises to Lessor, leaving the same in a neat, clean, orderly and safe condition and, provided Lessee shall have satisfied all of its liabilities to Lessor hereunder, Lessee shall remove all of Lessee's property, and, as soon as practicable, but in no event beyond the end of the growing season, Lessee's growing crops, from said Premises. In the event Lessee fails to peaceably deliver up and

surrender said Premises to Lessor as aforesaid, Lessor may, without further demand or notice, re-enter and repossess said Premises and expel Lessee and those claiming under it without being guilty of trespass and without being subject to liability for damages and without prejudice to any other remedies of the Lessor at law or in equity then existing with respect thereto.

9. Any notice of Lessor to Lessee shall be deemed served or given when posted on Premises or when deposited, postage prepaid, in the U. S. mails addressed to Lessee at its address stated above.

10. This Lease and all its provisions shall inure to or bind each party's successors and assigns; provided that none of the Premises shall be sublet and no right of Lessee shall be transferred or assigned, either voluntarily or involuntarily, without the prior written consent of Lessor. Either party hereto may waive any default at any time of the other without affecting or impairing any right arising from any subsequent default.

IN WITNESS WHEREOF, the parties hereto have duly executed this Lease as of the day and year first hereinabove written.

MONSANTO COMPANY

ATTEST:  
(SEAL)

By /s/ R. M. Morris  
Vice President  
H/J.A.M.

By /s/ C. E. Caspari, Jr.  
Assistant Secretary

INDUSTRIAL SALVAGE AND DISPOSAL, INC.

ATTEST:  
(SEAL)

By /s/ Leo Sauget  
President

By /s/ Paul Sauget  
Secretary

STATE OF MISSOURI }  
COUNTY OF ST. LOUIS } SS

I. Mary K. Brady, a notary public, do hereby certify that R. M. Morris, personally known to me to be the Vice President of Monsanto Company, a Delaware corporation, and C. E. Caspari, Jr., personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation, and caused the corporate seal or said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 30th day of November, 1964.

Commission expires May 19, 1968.

(SEAL)

/s/ Mary K. Brady

STATE OF ILLINOIS     }  
COUNTY OF ST. CLAIR }

I, Mary Helen Schuchman, a notary public, do hereby  
certify that Leo Saugat, personally known to me  
to be the \_\_\_\_\_ President of Industrial Salvage and Disposal, Inc.,  
a Delaware corporation, and Paul Saugat personally  
known to me to be the \_\_\_\_\_ Secretary of said corporation,  
and personally known to me to be the same persons whose names are  
subscribed to the foregoing instrument, appeared before me this  
day in person and severally acknowledged that as such  
\_\_\_\_\_ President and \_\_\_\_\_ Secretary, they signed  
and delivered the said instrument as \_\_\_\_\_ President and  
\_\_\_\_\_ Secretary of said corporation, and caused the  
corporate seal of said corporation to be affixed thereto, pursuant  
to authority, given by the Board of Directors of said corporation  
as their free and voluntary act, and as the free and voluntary  
act and deed of said corporation, for the uses and purposes  
therein set forth.

Given under my hand and official seal, this 18<sup>th</sup> day  
of November, 1964.

Commission expires Feb. 18-1965.

(SEAL)

/s/ Mary Helen Schuchman

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